

April 30, 2018

RiverSource<sup>®</sup>  
Signature Select Variable Annuity

This wrapper contains a prospectus.



*Gumer C. Alvero  
Director and  
Executive  
Vice President –  
Annuities RiverSource  
Life Insurance  
Company*

## From the Executive Vice President

Thank you for choosing a *RiverSource*<sup>®</sup> variable annuity to help you achieve a more confident retirement.

Your variable annuity can be a powerful tool to help realize your retirement income goals and protect your dreams. Annuities can help you accumulate assets and provide you with a source of guaranteed lifetime income.

Consult with your financial professional periodically to help ensure your contract continues to provide the benefits you need as your life changes.

Thank you for your business. We at RiverSource Life Insurance Company are proud of our financial strength and soundness and of our 120-year heritage of honoring our commitments to clients. We look forward to continuing to serve you.

Sincerely,

Gumer C. Alvero  
Director and Executive Vice President – Annuities  
RiverSource Life Insurance Company

The guarantees offered by RiverSource annuities are backed by the strength and soundness of RiverSource Life Insurance Company and are subject to its claims-paying ability. These guarantees do not apply to the investments in the annuity, which will vary with market conditions.

Variable annuities are insurance products that are complex, long-term investment vehicles that are subject to market risk, including the potential loss of principal invested.

RiverSource Distributors, Inc. (Distributor), Member FINRA. Issued by RiverSource Life Insurance Company, Minneapolis, Minnesota.

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Prospectus

April 30, 2018

RiverSource®

# Signature Select Variable Annuity

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED COMBINATION FIXED/VARIABLE ANNUITY

**Issued by: RiverSource Life Insurance Company (RiverSource Life)**

829 Ameriprise Financial Center  
Minneapolis, MN 55474  
Telephone: 1-800-333-3437  
(Service Center)

**RiverSource Variable Annuity Account/RiverSource MVA Account**

**New contracts are not currently being offered.**

This prospectus describes two versions of the contracts: the Current Contract (applications signed on or after Nov. 30, 2009, subject to state availability) and the Original Contract (applications signed prior to Nov. 30, 2009, or in states where the Current Contract was unavailable). The information in this prospectus applies to both contracts unless stated otherwise.

This prospectus contains information that you should know before investing. Prospectuses are also available for:

AB Variable Products Series Fund, Inc. (Class B)  
American Century Variable Portfolios, Inc., Class II  
Columbia Funds Variable Insurance Trust  
Columbia Funds Variable Series Trust II Credit Suisse Trust  
Dreyfus Variable Investment Fund, Service Share Class  
Eaton Vance Variable Trust (VT)  
Fidelity Variable Insurance Products Service Class 2  
Franklin Templeton Variable Insurance Products Trust – Class 2

Goldman Sachs Variable Insurance Trust (VIT) Invesco Variable Insurance Funds  
Janus Aspen Series: Service Shares  
Legg Mason Partners Variable Equity Trust  
MFS Variable Insurance Trust<sup>SM</sup> – Service Class  
Morgan Stanley Variable Insurance Fund, Inc. (VIF)  
Oppenheimer Variable Account Funds, Service Shares  
PIMCO Variable Insurance Trust (VIT)  
Putnam Variable Trust – Class IB Shares  
Wanger Advisors Trust

Some funds may not be available under your contract. Please read the prospectuses carefully and keep them for future reference.

**The Securities and Exchange Commission (SEC) has not approved or disapproved these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

**An investment in this contract is not a deposit of a bank or financial institution and is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. An investment in this contract involves investment risk including the possible loss of principal.**

A Statement of Additional Information (SAI), dated the same date as this prospectus, is incorporated by reference into this prospectus. It is filed with the SEC and is available without charge by contacting RiverSource Life at the telephone number and address listed above. The table of contents of the SAI is on the last page of this prospectus. The SEC maintains an Internet site. This prospectus, the SAI and other information about the product are available on the EDGAR Database on the SEC's Internet site at (<http://www.sec.gov>).

Variable annuities are complex products. The fees and charges, as well as the available features and benefits, of the variable annuity contracts described in this prospectus will be different from other variable annuities offered in the marketplace. The interest credited, guarantees provided, and credits available, as well as the funds serving as underlying investments and their corresponding expenses, may differ among the variable annuities that are available to you. RiverSource Life may offer other variable annuities or other types of annuities. The benefits, features, fees and charges of these annuities may be different from those described in this prospectus. With the aid of an appropriate financial professional, we encourage you to compare and contrast the variable annuity contracts described in this prospectus with other variable annuities available in the marketplace, including other types of annuities we may offer. This will aid in determining whether purchasing a contract is consistent with your investment objectives, risk tolerance,

time horizon, marital status, tax situation, and your unique financial situation and needs. If you select an annuity that includes surrender or other liquidation charges, you should also consider any future needs you may have to access your contract value. The optional benefits and features available with the contracts usually come with additional costs. Consider any additional costs carefully when electing these optional benefits and features.

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# Key Terms

*These terms can help you understand details about your contract.*

**Accumulation unit:** A measure of the value of each subaccount prior of the application of amounts to an annuity payment plan.

**Annuitant:** The person or persons on whose life or life expectancy the annuity payouts are based.

**Annuitization start date:** The date when annuity payments begin according to the applicable annuity payment plan (referred to as “Retirement date” in the Original Contract). Throughout this prospectus when we use the term “Annuitization start date,” it includes the term “Retirement date.”

**Annuity payouts:** An amount paid at regular intervals under one of several plans.

**Assumed investment rate:** The rate of return we assume your investments will earn when we calculate your initial annuity payout amount using the annuity table in your contract. The standard assumed investment rate we use is 5% but you may request we substitute an assumed investment rate of 3.5%.

**Beneficiary:** The person you designate to receive benefits in case of the owner’s death (Current Contract), or owner’s or annuitant’s death (Original Contract) while the contract is in force.

**Close of business:** The time the New York Stock Exchange (NYSE) closes (4 p.m. Eastern time unless the NYSE closes earlier).

**Code:** The Internal Revenue Code of 1986, as amended.

**Contingent annuitant (Current Contract):** The person who becomes the annuitant when the current annuitant dies prior to the annuitization start date. In the case of joint ownership, one owner must also be the contingent annuitant.

**Contract:** A deferred annuity contract that permits you to accumulate money for retirement by making one or more purchase payments. It provides for lifetime or other forms of payouts beginning at a specified time in the future.

**Contract value:** The total value of your contract before we deduct any applicable charges.

**Contract year:** A period of 12 months, starting on the effective date of your contract and on each anniversary of the effective date.

**Fixed account:** Part of our general account which includes the regular fixed account and the Special DCA fixed account (Current Contract) or the one-year fixed account and the DCA fixed account (Original Contract). Amounts you allocate to the fixed account earn interest rates we declare periodically.

**Funds:** Investment options under your contract. You may allocate your purchase payments into subaccounts investing in shares of the funds.

**Good order:** We cannot process your transaction request relating to the contract until we have received the request in good order at our Service Center. “Good order” means the actual receipt of the requested transaction in writing, along with all information, forms and supporting legal documentation necessary to effect the transaction. To be in “good order,” your instructions must be sufficiently clear so that we do not need to exercise any discretion to follow such instructions. This information and documentation generally includes your completed request; the contract number; the transaction amount (in dollars); the names of and allocations to and/or from the subaccounts and the fixed account affected by the requested transaction; Social Security Number or Taxpayer Identification Number; and any other information, forms or supporting documentation that we may require. For certain transactions, at our option, we may require the signature of all contract owners for the request to be in good order. With respect to purchase requests, “good order” also generally includes receipt of sufficient payment by us to effect the purchase. We may, in our sole discretion, determine whether any particular transaction request is in good order, and we reserve the right to change or waive any good order requirements at any time.

**Guarantee Period:** The number of successive 12-month periods that a guaranteed interest rate is credited.

**Guarantee Period Accounts (GPAs):** A nonunitized separate account to which you may allocate purchase payments or transfer contract value of at least \$1,000. These accounts have guaranteed interest rates for guarantee periods we declare when you allocate purchase payments or transfer contract value to a GPA. These guaranteed rates and periods of time may vary by state. Unless an exception applies, transfers or surrenders from a GPA done more than 30 days before the end of the guarantee period will receive a market value adjustment, which may result in a gain or loss of principal.

**Market Value Adjustment (MVA):** A positive or negative adjustment assessed if any portion of a Guarantee Period Account is surrendered or transferred more than 30 days before the end of its guarantee period.

**Owner (you, your):** The person or persons identified in the contract as owners(s) of the contract, who has or have the right to control the contract (to decide on investment allocations, transfers, payout options, etc.). Usually, but not always, the owner is also the annuitant. During the owner’s life, the owner is responsible for taxes, regardless of whether he or she receives the contract’s benefits. The owner or any joint owner may be a non-natural person (e.g. irrevocable trust or corporation) or a revocable trust. If any owner is a non-natural person or revocable trust, the annuitant will

be deemed to be the owner for contract provisions that are based on the age or life of the owner. When the contract is owned by a revocable trust or irrevocable grantor trust, the annuitant selected should be the grantor of the trust to assure compliance with Section 72(s) of the Code. Any contract provisions that are based on the age of the owner will be based on the age of the oldest owner. Any ownership change, including continuation of the contract by your spouse under the spousal continuation provision of the contract, redefines “owner”, “you” and “your”.

**Qualified annuity:** A contract that you purchase to fund one of the following tax-deferred retirement plans that is subject to applicable federal law and any rules of the plan itself:

- Individual Retirement Annuities (IRAs) including inherited IRAs under Section 408(b) of the Code
- Roth IRAs including inherited Roth IRAs under Section 408A of the Code
- Simplified Employee Pension (SEP) plans under Section 408(k) of the Code
- Custodial and investment only plans under Section 401(a) of the Code
- Tax-Sheltered Annuity (TSA) rollovers under Section 403(b) of the Code

A qualified annuity will not provide any necessary or additional tax deferral if it is used to fund a retirement plan that is already tax deferred.

All other contracts are considered **nonqualified annuities**.

**Rider effective date:** The date a rider becomes effective as stated in the rider.

**RiverSource Life:** In this prospectus, “we,” “us,” “our” and “RiverSource Life” refer to RiverSource Life Insurance Company.

**Service Center:** Our department that processes all transaction and service requests for the contracts. We consider all transaction and service requests received when they arrive in good order at the Service Center. Any transaction or service requests sent or directed to any location other than our Service Center may end up delayed or not processed. Our Service Center address and telephone number are listed on the first page of the prospectus.

**Surrender value:** The amount you are entitled to receive if you make a full surrender from your contract (referred to as “Withdrawal value” in the Original Contract). It is the contract value minus any applicable charges, plus any positive or negative market value adjustment. Throughout this prospectus when we use the term “Surrender” it includes the term “Withdrawal”.

**Valuation date:** Any normal business day, Monday through Friday, on which the NYSE is open, up to the time it closes. At the NYSE close, the next valuation date begins. We calculate the accumulation unit value of each subaccount on each valuation date. If we receive your purchase payment or any transaction request (such as a transfer or surrender request) in good order at our Service Center before the close of business, we will process your payment or transaction using the accumulation unit value we calculate on the valuation date we received your payment or transaction request. On the other hand, if we receive your purchase payment or transaction request in good order at our Service Center at or after the close of business, we will process your payment or transaction using the accumulation unit value we calculate on the next valuation date. If you make a transaction request by telephone (including by fax), you must have completed your transaction by the close of business in order for us to process it using the accumulation unit value we calculate on that valuation date. If you were not able to complete your transaction before the close of business for any reason, including telephone service interruptions or delays due to high call volume, we will process your transaction using the accumulation unit value we calculate on the next valuation date.

**Variable account:** Consists of separate subaccounts to which you may allocate purchase payments; each invests in shares of one fund. The value of your investment in each subaccount changes with the performance of the particular fund.

**Withdrawal value:** The amount you are entitled to receive if you make a full withdrawal from your contract (referred to as “Surrender value” in the Current Contract). It is the contract value minus any applicable charges, plus any positive or negative market value adjustment. Throughout this prospectus when we use the term “Surrender” it includes the term “Withdrawal”.



# The Contract in Brief

This prospectus describes two versions of the contract: the Current Contract (applications signed on or after Nov. 30, 2009, subject to state availability) and the Original Contract (applications signed prior to Nov. 30, 2009, or in states where the Current Contract was unavailable). The primary differences are disclosed in the following sections: “Key Terms”, “Expense Summary”, “Buying Your Contract”, “Benefits in Case of Death”, and “Optional Benefits.” The information in this prospectus applies to both contracts unless stated otherwise.

**Purpose:** The purpose of each contract is to allow you to accumulate money for retirement or a similar long-term goal. You do this by making one or more purchase payments. For the Current Contract, you may allocate your purchase payments to the regular fixed account, the Special DCA fixed account, GPAs and/or subaccounts of the variable account under the contract. For the Original Contract, you may allocate your purchase payments to the one-year fixed account (if part of your contract), the DCA fixed account (if part of your contract), the GPAs and/or subaccounts of the variable account under the contract. When you invest in the subaccounts of the variable account, you risk losing amounts you invest. These accounts, in turn, may earn returns that increase the value of the contract. If the contract value goes to zero due to underlying fund’s performance or deduction of fees, the contract will no longer be in force and the contract (including any death benefit riders) will terminate. You may be able to purchase an optional benefit to reduce the investment risk you assume under the contract. Beginning at a specified time in the future called the annuitization start date, these contracts provide lifetime or other forms of payout of your contract value (less any applicable premium tax and/or other charges).

It may have not been advantageous for you to purchase this contract in exchange for, or in addition to, an existing annuity or life insurance policy. Generally, you can exchange one annuity for another or for a long-term care policy in a “tax-free” exchange under Section 1035 of the Code. You can also do a partial exchange from one annuity contract to another annuity contract, subject to Internal Revenue Service (“IRS”) rules. You also generally can exchange a life insurance policy for an annuity. However, before making an exchange, you should compare both contracts carefully because the features and benefits may be different. Fees and charges may be higher or lower on your old contract than on this contract. You may have to pay a surrender charge when you exchange out of your old contract and a new surrender period will begin when you exchange into this contract. If the exchange does not qualify for Section 1035 treatment, you also may have to pay federal income tax on the distribution. State income taxes may also apply. You should not exchange your old contract for this contract, or buy this contract in addition to your old contract, unless you determine it is in your best interest. (See “Taxes-1035 Exchanges”.)

**Tax-deferred retirement plans:** Most annuities have a tax-deferred feature. So do many retirement plans under the Code including 403(b) plans. As a result, when you use a qualified annuity to fund a retirement plan that is tax-deferred, your contract will not provide any necessary or additional tax deferral beyond what is provided in that retirement plan. Some employers may permit you to deposit your contributions into other investments such as mutual funds. If such investments are available to you, before enrolling under the contract, you should consider features other than tax deferral that may help you reach your retirement goals. In addition, the Code subjects retirement plans to required withdrawals triggered at a certain age. These mandatory withdrawals are called required minimum distributions (“RMDs”). RMDs may reduce the value of certain death benefits and optional riders (see “Taxes — Qualified Annuities — Required Minimum Distributions”). You should consult your tax advisor before you purchase the contract as a qualified annuity for an explanation of the tax implications to you.

**Buying a contract:** We no longer offer new contracts. However, you have the option of making additional purchase payments in the future, subject to certain limitations. Purchase payment amounts and purchase payment timing may be limited under the terms of your contract and/or pursuant to state requirements. (See “Buying Your Contract”).

**Free look period:** The contracts in this prospectus are no longer sold. Generally, all available free look periods have now expired.

**Accounts:** Generally, you may allocate purchase payments among the:

- subaccounts of the variable account, each of which invests in a fund with a particular investment objective. The value of each subaccount varies with the performance of the particular fund in which it invests. We cannot guarantee that the value at the annuitization start date will equal or exceed the total purchase payments you allocate to the subaccounts. (See “The Variable Account and the Funds”).
- GPAs which earn interest at rates declared when you make an allocation to that account. The required minimum investment in each GPA is \$1,000. These accounts may not be available in all states. (See “The Guarantee Period Accounts (GPAs)”).
- for the Current Contract:
  - regular fixed account, which earns interest at rates that we adjust periodically. There are restrictions on transfers from this account and may be restrictions on the amount you can allocate to this account (see “The Fixed Account –The Regular Fixed Account”).
  - Special DCA fixed account, which earns interest at rates that we adjust periodically. There are restrictions on how long contract value can

remain in this account. (See “The Fixed Account – The Special DCA Fixed Account”).

- for the Original Contract:
  - one-year fixed account, if part of your contract, which earns interest at rates that we adjust periodically. There are restrictions on the amount you can allocate to this account as well as on transfers from this account (see “The Fixed Account – One-Year Fixed Account”).
  - DCA fixed account, if part of your contract, which earns interest at rates that we adjust periodically. There are restrictions on how long contract value can remain in this account. (See “The Fixed Account – DCA Fixed Account”).

**Transfers:** Subject to certain restrictions, you currently may redistribute your contract value among the accounts without charge at any time until the annuitization start date, and once per contract year among the subaccounts after the annuitization start date. Transfers out of the GPAs done more than 30 days before the end of the guarantee period will be subject to an MVA, unless an exception applies. You may establish automated transfers among the accounts. Transfers into the Special DCA fixed account (Current Contract) and DCA fixed account (Original Contract) are not permitted. GPAs, the regular fixed account (Current Contract) and the one-year fixed account (Original Contract) are subject to special restrictions. (See “Making the Most of Your Contract — Transferring Among Accounts”).

**Surrenders:** You may surrender all or part of your contract value at any time before the annuitization start date. You also may establish automated partial surrenders. Surrenders may be subject to charges and income taxes (including a 10% IRS penalty that may apply if you make surrenders prior to your reaching age 59½) and may have other tax consequences. If you have elected the *SecureSource Stages* rider or the *SecureSource 20* rider, please consider carefully when you take withdrawals. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be reset based on your contract value at that time and you will no longer be eligible to receive the 20% credit available under the *SecureSource 20* rider or any future rider credits under the *SecureSource Stages*. Certain other restrictions may apply. (See “Surrenders”).

**Optional benefits:** These contracts offered optional living and death benefits that were available for additional charges if you met certain criteria. Please note, since the contracts in this prospectus are no longer sold, any optional benefits you may have elected were done so at the time of application. You cannot add optional benefits to your contract after it has been issued. Any optional benefits we describe are not available to add to your contract. (See “Optional Benefits”).

Optional living benefits include: different versions of the guaranteed minimum withdrawal benefits, which permit you to withdraw a guaranteed amount from the contract over a period of time, Accumulation Protector Benefit

rider, which provides you with a guaranteed contract value at the end of specified waiting period regardless of the volatility inherent in the investments in the subaccounts, and Income Assurer Benefit rider, which provides you with a guaranteed minimum income regardless of the volatility inherent in the investments in the subaccounts. Guaranteed minimum withdrawal benefits permit you to withdraw a guaranteed amount from the contract over a period of time, which may include the lifetime of a single person (Single Life) or the lifetime of you and your spouse (Joint Life). Guaranteed minimum withdrawal benefits are *SecureSource* series riders, Guarantor Withdrawal Benefit rider and Guarantor Withdrawal Benefit for Life rider. When used in this prospectus, the term “*SecureSource* series” includes: the *SecureSource Stages 2* riders, the *SecureSource Stages* riders, the *SecureSource 20* riders and the *SecureSource* riders, except where the *SecureSource Stages 2* riders, the *SecureSource Stages* riders, *SecureSource 20* riders and *SecureSource* riders are specifically referenced and distinguished from other riders in the *SecureSource* series.

If you selected an optional living benefit, we restrict investment options available to you which may limit transfers and allocations; may limit the timing, amount and allocation of purchase payments; and may limit the amount of surrenders that can be taken under the optional benefit during a contract year. For more information on optional living benefits, please see “Optional Benefits — Optional Living Benefits”. Optional benefits vary by state and may have eligibility requirements.

We offered the following optional death benefits: MAV Death Benefit, 5% Accumulation Death Benefit, Enhanced Death Benefit, Benefit Protector Death Benefit rider and Benefit Protector Plus Death Benefit rider. Benefit Protector Death Benefit rider and Benefit Protector Plus Death Benefit rider are intended to provide an additional benefit to your beneficiary to help offset expenses after your death such as funeral expenses or federal and state taxes.

**Benefits in case of death:** For the Current Contract, if you die before the annuitization start date, we will pay the beneficiary an amount based on the applicable death benefit. For the Original Contract, if you or the annuitant die before the annuitization start date, we will pay the beneficiary an amount based on the applicable death benefit. (See “Benefits in Case of Death”).

**Annuity payouts:** You can apply your contract value, after reflecting any adjustments, to an annuity payout plan that begins on the annuitization start date. You may choose from a variety of plans that can help meet your retirement or other income needs. The payout schedule must meet IRS requirements. We can make payouts on a fixed or variable basis, or both. During the annuity payout period, your choices for subaccounts may be limited. The GPAs, the Special DCA fixed account (Current Contract) and the DCA fixed accounts (Original Contract) are not available after the annuitization start date. (See “The Annuity Payout Period”).

# Expense Summary

The following tables describe the fees and expenses that you paid when buying, owning and making a surrender from the contract. The first table describes the fees and expenses that you paid at the time that you bought the contract and will pay when you make a surrender from the contract. State premium taxes also may be deducted.

## Current Contract:

(applications signed on or after Nov. 30, 2009, subject to state availability)

## Contract Owner Transaction Expenses

### Surrender charge

(Contingent deferred sales charge as a percentage of purchase payments surrendered)

Number of completed years from date of each purchase payment*	Surrender charge percentage applied to each purchase payment
0	7%
1	7
2	6
3	6
4	5
5	4
6	2
Thereafter	0

\* According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed one day prior to the anniversary of the day each purchase payment was received.

**Liquidation charge under Variable Annuity Payout Plan E — Payouts for a specified period:** If you are receiving variable annuity payments under this annuity payout plan, you can choose to surrender those payments. The amount that you can surrender is the present value of any remaining variable payouts. The discount rate we use in the calculation will be 5.17% if the assumed investment return is 3.5% and 6.67% if the assumed investment return is 5%. The liquidation charge equals the present value of the remaining payouts using the assumed investment return minus the present value of the remaining payouts using the discount rate. (See “Charges — Surrender Charge” and “The Annuity Payout Period — Annuity Payout Plans.”)

### Surrender charge for Fixed Annuity Payout Plan E — Payouts for a specified period:

Number of Completed Years Since Annuitization	Surrender charge percentage
0	Not applicable*
1	5%
2	4
3	3
4	2
5	1
6 and thereafter	0

\*We do not permit surrenders in the first year after annuitization.

The next tables describe the fees and expenses that you will pay periodically during the time that you own the contract, not including fund fees and expenses.

Annual contract administrative charge	Maximum: \$50	Current: \$40
Annual contract administrative charge if your contract value equals or exceeds \$50,000	Maximum: \$20	Current: \$0
Contract administrative charge at full surrender	Maximum: \$50	Current: \$40

## Annual Variable Account Expenses

(As a percentage of average daily subaccount value.)

You must choose one of the death benefit guarantees. The death benefit you choose determines the mortality and expense risk fee you pay. The table below shows the death benefit guarantees available to you and their cost. The variable account administrative charge is in addition to the mortality and expense risk fee.

	Mortality and expense risk fee	Variable account administrative charge	Total variable account expense
CV Death Benefit*	1.30%	0.15%	<b>1.45%</b>
ROPP Death Benefit	1.30	0.15	<b>1.45</b>
MAV Death Benefit	1.55	0.15	<b>1.70</b>
5% Accumulation Death Benefit	1.70	0.15	<b>1.85</b>
Enhanced Death Benefit	1.75	0.15	<b>1.90</b>

\* CV Death Benefit is available only after an ownership change or spousal continuation if any owner or spouse who continues the contract is over age 85 and therefore cannot qualify for the ROPP death benefit.

## Other Annual Expenses

### Optional Death Benefits

If eligible, you may have selected an optional death benefit in addition to the ROPP and MAV Death Benefits. The fees apply only if you have selected one of these benefits.

<b>Benefit Protector<sup>®</sup> Death Benefit rider fee</b>	0.25%
<b>Benefit Protector<sup>®</sup> Plus Death Benefit rider fee</b>	0.40%

(As a percentage of the contract value charge annually on the contract anniversary.)

### Optional Living Benefits

If eligible, you may have selected one of the following optional living benefits if available in your state. The fees apply only if you have selected one of these benefits. Investment allocation restrictions apply.

<b>SecureSource Stages 2<sup>SM</sup> – Single life rider fee</b>	<b>Maximum:</b> 1.75%	<b>Current:</b> 0.95%
<b>SecureSource Stages 2<sup>SM</sup> – Joint life rider fee</b>	<b>Maximum:</b> 2.25%	<b>Current:</b> 1.15%

(Charged annually on the contract anniversary as a percentage of contract value or the total Benefit Base, whichever is greater.)

<b>Accumulation Protector Benefit<sup>®</sup> rider fee</b>		
<b>For applications signed:</b>	<b>Maximum annual rider fee</b>	<b>Initial annual rider fee</b>
May 3, 2010 – July 18, 2010	1.75%	0.95%
July 19, 2010 – Oct. 3, 2010	1.75%	1.10%
Oct. 4, 2010 through Dec. 31, 2010	1.75%	1.50%

(Charged annually on the contract anniversary as a percentage of the contract value or the Minimum Contract Accumulation Value, whichever is greater.)

Current rider fees for elective step up or elective spousal continuation step up are shown in the table below.

For applications signed	Maximum annual rider fee	Current annual rider fee for elective step-ups before 10/20/12	If invested in Portfolio Navigator fund at the time of step-up:			If invested in Portfolio Stabilizer fund at the time of step-up:		
			Current annual rider fee for elective step-ups on or after 10/20/12, but before 10/18/14	Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16	Current annual rider fee for elective step-ups on or after 07/01/16	Current annual rider fee for elective step-ups on or after 11/18/13, but before 10/18/14	Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16	Current annual rider fee for elective step-ups on or after 07/01/16
May 3, 2010 – July 18, 2010	1.75%	0.95%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%
July 19, 2010 – Oct. 3, 2010	1.75%	1.10%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%
Oct. 4, 2010 – Dec. 31, 2010	1.75%	1.50%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%

<b>SecureSource<sup>®</sup> Stages – Single life rider fee</b>	<b>Maximum:</b> 2.00%	<b>Current:</b> 1.10%
<b>SecureSource<sup>®</sup> Stages – Joint life rider fee</b>	<b>Maximum:</b> 2.50%	<b>Current:</b> 1.35%

(Charged annually on the contract anniversary as a percentage of the contract value or the Benefit Base, whichever is greater.)

## Original Contract:

(applications signed prior to Nov. 30, 2009 or in states where the Current Contract was not available)

## Contract Owner Transaction Expenses

### Surrender charge

(Contingent deferred sales charge as a percentage of purchase payments surrendered)

Number of completed years from date of each purchase payment *	Surrender charge percentage applied to each purchase payment
0	7%
1	7
2	6
3	6
4	5
5	4
6	2
Thereafter	0

\* According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed one day prior to the anniversary of the day each purchase payment was received.

**Liquidation charge under Variable Annuity Payout Plan E — Payouts for a specified period:** If you are receiving variable annuity payments under this annuity payout plan, you can choose to surrender those payments. The amount that you can surrender is the present value of any remaining variable payouts. The discount rate we use in the calculation will be 5.17% if the assumed investment return is 3.5% and 6.67% if the assumed investment return is 5%. The liquidation charge equals the present value of the remaining payouts using the assumed investment return minus the present value of the remaining payouts using the discount rate. (See “Charges — Surrender Charge” and “The Annuity Payout Period — Annuity Payout Plans.”)

### Surrender charge for Fixed Annuity Payout Plan E — Payouts for a specified period:

Number of Completed Years Since Annuitization	Surrender charge percentage
0	Not applicable*
1	5%
2	4
3	3
4	2
5	1
6 and thereafter	0

\*We do not permit surrenders in the first year after annuitization.

**The next tables describe the fees and expenses that you will pay periodically during the time that you own the contract, not including fund fees and expenses.**

<b>Annual contract administrative charge and at full surrender</b>	<b>\$40</b>
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(We will waive this charge when your contract value is \$50,000 or more on the current contract anniversary except at full surrender.)

## Annual Variable Account Expenses

(As a percentage of average daily subaccount value.)

**You must choose one of the death benefit guarantees. The death benefit you choose determines the mortality and expense risk fee you pay. The table below shows the death benefit guarantees available to you and their cost. The variable account administrative charge is in addition to the mortality and expense risk fee.**

	Mortality and expense risk fee	Variable account administrative charge	Total variable account expense
ROP Death Benefit	1.30%	0.15%	<b>1.45%</b>
MAV Death Benefit	1.50	0.15	<b>1.65</b>
5% Accumulation Death Benefit	1.65	0.15	<b>1.80</b>
Enhanced Death Benefit	1.70	0.15	<b>1.85</b>

## Other Annual Expenses

### Optional Death Benefits

If eligible, you may have selected an optional death benefit in addition to the ROPP and MAV Death Benefits. The fees apply only if you have selected one of these benefits.

<b>Benefit Protector<sup>®</sup> Death Benefit rider fee</b>	0.25%
<b>Benefit Protector<sup>®</sup> Plus Death Benefit rider fee</b>	0.40%

(As a percentage of the contract value charge annually on the contract anniversary.)

### Optional Living Benefits

If eligible, you may have selected one of the following optional living benefits if available in your state. The fees apply only if you have selected one of these benefits. Investment allocation restrictions apply.

<b>Accumulation Protector Benefit<sup>®</sup> rider fee</b>		
<b>For applications signed:</b>	<b>Maximum annual rider fee</b>	<b>Initial annual rider fee</b>
prior to Jan. 26, 2009	1.75%	0.55%
Jan. 26, 2009 – May 31, 2009	1.75%	0.80%

(Charged annually on the contract anniversary as a percentage of the contract value or the Minimum Contract Accumulation Value, whichever is greater.)

Current rider fees for elective step-up or elective spousal continuation step-up are shown in the table below.

<b>For applications signed</b>	<b>Maximum annual rider fee</b>	<b>Current annual rider fee for elective step-ups before 4/29/13</b>	<b>If invested in Portfolio Navigator fund at the time of step-up</b>			<b>If invested in Portfolio Stabilizer fund at the time of step-up:</b>		
			<b>Current annual rider fee for elective step-ups on or after 4/29/13, but before 10/18/14</b>	<b>Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16</b>	<b>Current annual rider fee for elective step-ups on or after 07/01/16</b>	<b>Current annual rider fee for elective step-ups on or after 11/18/13, but before 10/18/14</b>	<b>Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16</b>	<b>Current annual rider fee for elective step-ups on or after 07/01/16</b>
prior to Jan. 26, 2009	1.75%	0.55%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%
Jan. 26, 2009 – May 31, 2009	1.75%	0.80%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%

<b>SecureSource<sup>®</sup> 20 – Single life rider fee</b>	<b>Maximum: 2.00%</b>	<b>Current: 1.25%</b>
<b>SecureSource<sup>®</sup> 20 – Joint life rider fee</b>	<b>Maximum: 2.50%</b>	<b>Current: 1.55%</b>

(Charged annually on the contract anniversary as a percentage of the contract value or the total Remaining Benefit Amount, whichever is greater.)

<b>SecureSource<sup>®</sup> rider fees</b>		
<b>Application signed date</b>	<b>Maximum annual rider fee</b>	<b>Initial annual rider fee<sup>(1)</sup></b>
5/1/2007 – 5/31/2008, Single Life	1.50%	0.65%
5/1/2007 – 5/31/2008, Joint Life	1.75%	0.85%
6/1/2008 – 1/25/2009, Single Life	1.50%	0.75%
6/1/2008 – 1/25/2009, Joint Life	1.75%	0.95%
1/26/2009 and later, Single Life	2.00%	1.10%
1/26/2009 and later, Joint Life	2.50%	1.40%

(Charged annually on the contract anniversary as a percentage of the contract value or the total Remaining Benefit Amount, whichever is greater.)

<sup>(1)</sup> Effective Dec. 18, 2013 if you request an elective step up or the elective spousal continuation step up, or move to a Portfolio Navigator fund that is more aggressive than your current Portfolio Navigator fund allocation, the fee that will apply to your rider will correspond to the fund in which you are invested following the change as shown in the table below.

Application signed date	Portfolio Navigator Funds					
	All Portfolio Stabilizer funds	Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)
5/1/2007 – 5/31/2008, Single Life	0.65%	0.75%	0.75%	0.75%	0.90%	1.00%
5/1/2007 – 5/31/2008, Joint Life	0.85%	0.95%	0.95%	0.95%	1.10%	1.20%
6/1/2008 – 1/25/2009, Single Life	0.75%	0.85%	0.85%	0.85%	1.00%	1.10%
6/1/2008 – 1/25/2009, Joint Life	0.95%	1.05%	1.05%	1.05%	1.20%	1.30%
1/26/2009 and later, Single Life	1.10%	1.10%	1.10%	1.10%	1.20%	1.30%
1/26/2009 and later, Joint Life	1.40%	1.40%	1.40%	1.40%	1.50%	1.60%
<b>Guarantor Withdrawal Benefit for Life<sup>®</sup> rider fee</b>				<b>Maximum: 1.50%</b>	<b>Initial: 0.65%</b> <sup>(2)</sup>	

(Charged annually on the contract anniversary as a percentage of the contract value or the total Remaining Benefit Amount, whichever is greater.)

<sup>(2)</sup> Effective Dec. 18, 2013 if you request an elective step up or the elective spousal continuation step up or move to a Portfolio Navigator fund that is more aggressive than your current Portfolio Navigator fund allocation, the fee that will apply to your rider will correspond to the fund in which you are invested following the change as shown in the table below.

Fund name	Current fee as of 12/18/13
<b>Portfolio Stabilizer funds</b>	0.65%
<b>Portfolio Navigator funds:</b>	
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	0.80%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	0.80%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	0.80%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	0.95%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	1.10%
<b>Guarantor Withdrawal Benefit rider fee</b>	<b>Maximum: 1.50%</b> <b>Initial: 0.55%</b> <sup>(3)</sup>

(As a percentage of contract value charged annually on the contract anniversary.)

<sup>(3)</sup> Effective Dec. 18, 2013 if you request an elective step up or the elective spousal continuation step up or move to a Portfolio Navigator fund that is more aggressive than your current Portfolio Navigator fund allocation, the fee that will apply to your rider will correspond to the fund in which you are invested following the change as shown in the table below.

Fund name	Current fee as of 12/18/13
<b>Portfolio Stabilizer funds</b>	0.55%
<b>Portfolio Navigator funds:</b>	
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	0.70%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	0.70%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	0.70%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	0.85%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	1.00%
<b>Income Assurer Benefit<sup>®</sup> – MAV rider fee</b>	<b>Maximum: 1.50%</b> <b>Current: 0.30%</b> <sup>(4)</sup>
<b>Income Assurer Benefit<sup>®</sup> – 5% Accumulation Benefit Base rider fee</b>	<b>Maximum: 1.75%</b> <b>Current: 0.60%</b> <sup>(4)</sup>
<b>Income Assurer Benefit<sup>®</sup> – Greater of MAV or 5% Accumulation Benefit Base rider fee</b>	<b>Maximum: 2.00%</b> <b>Current: 0.65%</b> <sup>(4)</sup>

(As a percentage of the guaranteed income benefit base charged annually on the contract anniversary.)

<sup>(4)</sup> For applications signed prior to Oct. 7, 2004, the following current annual rider charges apply: Income Assurer Benefit – MAV — 0.55%, Income Assurer Benefit – 5% Accumulation Benefit Base — 0.70%; and Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base — 0.75%.

## Annual Operating Expenses of the Funds

The next table provides the minimum and maximum total operating expenses charged by the underlying funds that you may pay periodically during the time that you own the contract. These operating expenses are for the fiscal year ended Dec. 31, 2017, unless otherwise noted. More detail concerning each underlying fund's fees and expenses is contained in each fund's prospectus.

### Minimum and maximum annual operating expenses for the funds

(Including management, distribution (12b-1) and/or service fees and other expenses)<sup>(1)</sup>

	Minimum(%)	Maximum(%)
Total expenses before fee waivers and/or expense reimbursements	0.41	1.69

<sup>(1)</sup> Total annual fund operating expenses are deducted from amounts that are allocated to the fund. They include management fees and other expenses and may include distribution (12b-1) fees. Other expenses may include service fees that may be used to compensate service providers, including us and our affiliates, for administrative and contract owner services provided on behalf of the fund. The amount of these payments will vary by fund and may be significant. See "The Variable Account and the Funds" for additional information, including potential conflicts of interest these payments may create. Distribution (12b-1) fees are used to finance any activity that is primarily intended to result in the sale of fund shares. Because 12b-1 fees are paid out of fund assets on an ongoing basis, you may pay more if you select subaccounts investing in funds that have adopted 12b-1 plans than if you select subaccounts investing in funds that have not adopted 12b-1 plans. For a more complete description of each fund's fees and expenses and important disclosure regarding payments the fund and/or its affiliates make, please review the fund's prospectus and SAI.

### Examples

These examples are intended to help you compare the cost of investing in these contracts with the cost of investing in other variable annuity contracts. These costs include your transaction expenses, contract administrative charges, variable account annual expenses and fund fees and expenses.

These examples assume that you invest \$10,000 in the contract for the time periods indicated. These examples also assume that your investment has a 5% return each year.

#### Current Contract:

(applications signed on or after Nov. 30, 2009, subject to state availability)

**Maximum Expenses.** These examples assume the most expensive combination of contract features and benefits and the maximum fees and expenses of any of the funds available with living benefit riders\* and before fee waivers and/or expense reimbursements. They assume that you select the MAV Death Benefit, the *SecureSource Stages 2 – Joint Life* rider and the Benefit Protector Plus Death Benefit<sup>(1),(3)</sup>. Although your actual costs may be higher or lower, based on the assumptions your costs would be:

\* Note: Certain funds are not available for contracts with living benefit riders and may have higher fund expenses than the rider fee and associated fund expenses shown here.

If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
\$1,256	\$2,447	\$3,580	\$6,614	\$626	\$1,905	\$3,218	\$6,614

**Minimum Expenses.** These examples assume the least expensive combination of contract features and benefits and the minimum fees and expenses of any of the funds before fee waivers and/or expense reimbursements. They assume that you select the ROPP Death Benefit and do not select any optional benefits<sup>(2)</sup>. Although your actual costs may be higher, based on these assumptions your costs would be:

If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
\$880	\$1,294	\$1,606	\$2,558	\$231	\$708	\$1,206	\$2,558

#### Original Contract:

(applications signed prior to Nov. 30, 2009 or in states where the Current Contract was not available)

**Maximum Expenses.** These examples assume the most expensive combination of contract features and benefits and the maximum fees and expenses of the Portfolio Navigator funds available with living benefit riders\* and before fee waivers and/or expense reimbursements. They assume that you select the MAV Death Benefit, the *SecureSource – Joint Life* rider or *SecureSource 20 – Joint Life* rider and the Benefit Protector Plus Death Benefit<sup>(2),(3)</sup>. Although your actual costs may be higher or lower, based on the assumptions your costs would be:

\* Note: Certain funds are not available for contracts with living benefit riders and may have higher fund expenses than the rider fee and associated fund expenses shown here.



If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
\$1,246	\$2,429	\$3,551	\$6,340	\$616	\$1,887	\$3,188	\$6,340

**Minimum Expenses.** These examples assume the least expensive combination of contract features and benefits and the minimum fees and expenses of any of the funds before fee waivers and/or expense reimbursements. They assume that you select the ROP Death Benefit and do not select any optional benefits<sup>(2)</sup>. Although your actual costs may be higher, based on these assumptions your costs would be:

If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
1 year	3 years	5 years	10 years	1 year	3 years	5 years	10 years
\$880	\$1,294	\$1,606	\$2,558	\$231	\$708	\$1,206	\$2,558

<sup>(1)</sup> In these examples, the contract administrative charge is \$50.

<sup>(2)</sup> In these examples, the contract administrative charge is \$40.

<sup>(3)</sup> Because these examples are intended to illustrate the most expensive combination of contract features, the maximum annual fee for each optional rider is reflected rather than the fee that is currently being charged.

THE EXAMPLES ARE ILLUSTRATIVE ONLY. YOU SHOULD NOT CONSIDER THESE EXAMPLES AS A REPRESENTATION OF PAST OR FUTURE EXPENSES. ACTUAL EXPENSES WILL BE HIGHER OR LOWER THAN THOSE SHOWN DEPENDING UPON WHICH OPTIONAL BENEFIT YOU ELECT OTHER THAN INDICATED IN THE EXAMPLES OR IF YOU ALLOCATE CONTRACT VALUE TO ANY OTHER AVAILABLE SUBACCOUNTS.

# Condensed Financial Information

You can find unaudited condensed financial information for the subaccounts representing the lowest and highest total annual variable account expense combinations in Appendix Q.

## Financial Statements

You can find our audited financial statements and the audited financial statements of the divisions, which are comprised of subaccounts, in the SAI. The SAI does not include audited financial statements for divisions that are new (if any) and have no activity as of the financial statements date.

## The Variable Account and the Funds

**Variable Account.** The variable account was established under Indiana law on July 15, 1987, and the subaccounts are registered together as a single unit investment trust under the Investment Company Act of 1940 (the 1940 Act). This registration does not involve any supervision of our management or investment practices and policies by the SEC. All obligations arising under the contracts are general obligations of RiverSource Life.

The variable account meets the definition of a separate account under federal securities laws. We credit or charge income, capital gains and capital losses of each subaccount only to that subaccount. State insurance law prohibits us from charging a subaccount with liabilities of any other subaccount or of our general business. The variable account includes other subaccounts that are available under contracts that are not described in this prospectus.

The IRS has issued guidance on investor control but may issue additional guidance in the future. We reserve the right to modify the contract or any investments made under the terms of the contract so that the investor control rules do not apply to treat the contract owner as the owner of the subaccount assets rather than the owner of an annuity contract. If the contract is not treated as an annuity contract for tax purposes, the owner may be subject to current taxation on any current or accumulated income credited to the contract.

We intend to comply with all federal tax laws so that the contract qualifies as an annuity for federal tax purposes. We reserve the right to modify the contract as necessary in order to qualify the contract as an annuity for federal tax purposes.

**The Funds.** This contract currently offers subaccounts investing in shares of the funds listed in the table below.

- **Investment objectives:** The investment managers and advisers cannot guarantee that the funds will meet their investment objectives. Please read the funds' prospectuses for facts you should know before investing. These prospectuses are available by contacting us at the address or telephone number on the first page of this prospectus.
- **Fund name and management:** A fund underlying your contract in which a subaccount invests may have a name, portfolio manager, objectives, strategies and characteristics that are the same or substantially similar to those of a publicly-traded retail mutual fund. Despite these similarities, an underlying fund is not the same as any publicly-traded retail mutual fund. Each underlying fund will have its own unique portfolio holdings, fees, operating expenses and operating results. The results of each underlying fund may differ significantly from any publicly-traded retail mutual fund.
- **Eligible purchasers:** All funds are available to serve as the underlying investments for variable annuities and variable life insurance policies. The funds are not available to the public (see "Fund Name and Management" above). Some funds also are available to serve as investment options for tax-deferred retirement plans. It is possible that in the future for tax, regulatory or other reasons, it may be disadvantageous for variable annuity accounts and variable life insurance accounts and/or tax-deferred retirement plans to invest in the available funds simultaneously. Although we and the funds' providers do not currently foresee any such disadvantages, the boards of directors or trustees of each fund will monitor events in order to identify any material conflicts between annuity owners, policy owners and tax-deferred retirement plans and to determine what action, if any, should be taken in response to a conflict. If a board were to conclude that it should establish separate fund providers for the variable annuity, variable life insurance and tax-deferred retirement plan accounts, you would not bear any expenses associated with establishing separate funds. Please refer to the funds' prospectuses for risk disclosure regarding simultaneous investments by variable annuity, variable life insurance and tax-deferred retirement plan accounts. Each fund intends to comply with the diversification requirements under Section 817(h) of the Code.
- **Asset allocation programs may impact fund performance:** Asset allocation programs in general may negatively impact the performance of an underlying fund. Even if you do not participate in an asset allocation program, a fund in which your subaccount invests may be impacted if it is included in an asset allocation program. Rebalancing or reallocation under the terms of the asset allocation program may cause a fund to lose money if it must sell large amounts of securities to meet a redemption request. These losses can be greater if the fund holds securities that are not as liquid as others, for example, various types of bonds, shares of smaller companies and securities of foreign issuers. A fund may also experience higher expenses because it must sell or buy securities more frequently

than it otherwise might in the absence of asset allocation program rebalancing or reallocations. Because asset allocation programs include periodic rebalancing and may also include reallocation, these effects may occur under the asset allocation program we offer or under asset allocation programs used in conjunction with the contracts and plans of other eligible purchasers of the funds.

- **Funds available under the contract:** We seek to provide a broad array of underlying funds taking into account the fees and charges imposed by each fund and the contract charges we impose. We select the underlying funds in which the subaccounts initially invest and when there is substitution (see “Substitution of Investments”). We also make all decisions regarding which funds to retain in a contract, which funds to add to a contract and which funds will no longer be offered in a contract. In making these decisions, we may consider various objective and subjective factors. Objective factors include, but are not limited to fund performance, fund expenses, classes of fund shares available, size of the fund and investment objectives and investing style of the fund. Subjective factors include, but are not limited to, investment sub-styles and process, management skill and history at other funds and portfolio concentration and sector weightings. We also consider the levels and types of revenue a fund, its distributor, investment adviser, subadviser, transfer agent or their affiliates pay us and our affiliates. This revenue includes, but is not limited to compensation for administrative services provided with respect to the fund and support of marketing and distribution expenses incurred with respect to the fund.
- **Money Market fund yield:** In low interest rate environments, money market fund yields may decrease to a level where the deduction of fees and charges associated with your contract could result in negative net performance, resulting in a corresponding decrease in your contract value.
- **Risks and Conflicts of Interest with Certain Funds Advised by Columbia Management.** We are an affiliate of Ameriprise Financial, Inc., which is the parent company of Columbia Management Investment Advisers, LLC (Columbia Management). Columbia Management acts as investment adviser to several funds of funds, including Portfolio Navigator and Portfolio Stabilizer funds. As such, it retains full discretion over the investment activities and investment decisions of the funds. These funds invest in other registered mutual funds. In providing investment advisory services for the funds and the underlying funds in which those funds respectively invest, Columbia Management is, together with its affiliates, including us, subject to competing interests that may influence its decisions. These competing interests typically arise because Columbia Management or one of its affiliates serves as the investment adviser to the underlying funds and may provide other services in connection with such underlying funds, and because the compensation we and our affiliates receive for providing these investment advisory and other services varies depending on the underlying fund.
- **Volatility and Volatility Management Risk with the Portfolio Stabilizer funds.** Portfolio Stabilizer funds are managed volatility funds that employ a strategy designed to reduce overall volatility and downside risk. These types of funds are available under the contracts and one or more of these funds may be offered in other variable annuity and variable life insurance products offered by us. These funds may also be used in conjunction with guaranteed living benefit riders we offer with various annuity contracts.

Conflicts may arise because the manner in which these funds and their strategies are executed by Columbia Management are expected to benefit us by reducing our financial risk and expense in offering guaranteed living benefit riders. Managed volatility funds employ a strategy to reduce overall volatility and downside risk. A successful strategy may result in smaller losses to your contract value when markets are declining and market volatility is high. In turn, a successful strategy may also result in less gain in your contract value during rising markets with higher volatility when compared to funds not employing a managed volatility strategy. Accordingly, although an investment in the Portfolio Stabilizer funds may mitigate declines in your contract value due to declining equity markets, the Funds’ investment strategies may also curb or decrease your contract value during periods of positive performance by the equity markets. There is no guarantee any of the funds’ strategies will be successful. When offered with a guaranteed living benefit, managed volatility funds may decrease the number and amount of any periodic benefit base increase opportunities. Costs associated with running a managed volatility strategy may also adversely impact the performance of managed volatility funds.

While Columbia Management is the investment adviser to the Portfolio Navigator and Portfolio Stabilizer funds, it provides no investment advice to you as to whether an allocation to the funds is appropriate for you. You must decide whether an investment in these funds is right for you. Additional information on the funds, including risks and conflicts of interest, is included in their respective prospectuses. Columbia Management advised fund of funds and managed volatility funds and their investment objectives are listed in the table below.

- **Revenue we receive from the funds and potential conflicts of interest:**

***Expenses We May Incur on Behalf of the Funds***

When a subaccount invests in a fund, the fund holds a single account in the name of the variable account. As such, the variable account is actually the shareholder of the fund. We, through our variable account, aggregate the transactions of numerous contract owners and submit net purchase and redemption requests to the funds on a daily basis. In addition, we track individual contract owner transactions and provide confirmations, periodic statements, and other required mailings. These costs would normally be borne by the fund, but we incur them instead.

Besides incurring these administrative expenses on behalf of the funds, we also incur distributions expenses in selling our contracts. By extension, the distribution expenses we incur benefit the funds we make available due to contract owner elections to allocate purchase payments to the funds through the subaccounts. In addition, the funds generally incur lower distribution expenses when offered through our variable account in contrast to being sold on a retail basis.

A complete list of why we may receive this revenue, as well as sources of revenue, is described in detail below.

#### ***Payments the Funds May Make to Us***

We or our affiliates may receive from each of the funds, or their affiliates, compensation including but not limited to expense payments. These payments are designed in part to compensate us for the expenses we may incur on behalf of the funds. In addition to these payments, the funds may compensate us for wholesaling activities or to participate in educational or marketing seminars sponsored by the funds.

We or our affiliates may receive revenue derived from the 12b-1 fees charged by the funds. These fees are deducted from the assets of the funds. This revenue and the amount by which it can vary may create conflicts of interest. The amount, type, and manner in which the revenue from these sources is computed vary by fund.

#### ***Conflicts of Interest These Payments May Create***

When we determined the charges to impose under the contracts, we took into account anticipated payments from the funds. If we had not taken into account these anticipated payments, the charges under the contract would have been higher. Additionally, the amount of payment we receive from a fund or its affiliate may create an incentive for us to include that fund as an investment option and may influence our decision regarding which funds to include in the variable account as subaccount options for contract owners. Funds that offer lower payments or no payments may also have corresponding expense structures that are lower, resulting in decreased overall fees and expenses to shareholders.

We offer funds managed by our affiliates Columbia Management and Columbia Wanger Asset Management, LLC (Columbia Wanger). We have additional financial incentive to offer our affiliated funds because additional assets held by them generally results in added revenue to us and our parent company, Ameriprise Financial, Inc. Additionally, employees of Ameriprise Financial, Inc. and its affiliates, including our employees, may be separately incented to include the affiliated funds in the products, as employee compensation and business unit operating goals at all levels are tied to the success of the company. Currently, revenue received from our affiliated funds comprises the greatest amount and percentage of revenue we derive from payments made by the funds.

#### ***The Amount of Payments We Receive from the Funds***

We or our affiliates receive revenue which ranges up to 0.65% of the average daily net assets invested in the funds through this and other contracts we and our affiliates issue.

**Why revenues are paid to us:** In accordance with applicable laws, regulations and the terms of the agreements under which such revenue is paid, we or our affiliates may receive revenue, including, but not limited to expense payments and non-cash compensation, for various purposes:

- Compensating, training and educating investment professionals who sell the contracts.
- Granting access to our employees whose job it is to promote sales of the contracts by authorized selling firms and their investment professionals, and granting access to investment professionals of our affiliated selling firms.
- Activities or services we or our affiliates provide that assist in the promotion and distribution of the contracts including promoting the funds available under the contracts to contract owners, authorized selling firms and investment professionals.
- Providing sub-transfer agency and shareholder servicing to contract owners.
- Promoting, including and/or retaining the fund's investment portfolios as underlying investment options in the contracts.
- Advertising, printing and mailing sales literature, and printing and distributing prospectuses and reports.
- Furnishing personal services to contract owners, including education of contract owners regarding the funds, answering routine inquiries regarding a fund, maintaining accounts or providing such other services eligible for service fees as defined under the rules of the Financial Industry Regulatory Authority (FINRA).
- Subaccounting services, transaction processing, recordkeeping and administration.
- **Sources of revenue received from affiliated funds:** The affiliated funds are managed by Columbia Management or Columbia Wanger. The sources of revenue we receive from these affiliated funds, or from the funds' affiliates, may include, but are not necessarily limited to, the following:
  - Assets of the fund's adviser, sub-adviser, transfer agent, distributor or an affiliate of these. The revenue resulting from these sources may be based either on a percentage of average daily net assets of the fund or on the actual cost of certain services we provide with respect to the fund. We may receive this revenue either in the form of a cash payment or it may be allocated to us.
  - Compensation paid out of 12b-1 fees that are deducted from fund assets.

- **Sources of revenue received from unaffiliated funds:** The unaffiliated funds are not managed by an affiliate of ours. The sources of revenue we receive from these unaffiliated funds, or the funds' affiliates, may include, but are not necessarily limited to, the following:
  - Assets of the fund's adviser, sub-adviser, transfer agent, distributor or an affiliate of these. The revenue resulting from these sources may be based on a percentage of average daily net assets of the fund or on the actual cost of certain services we provide with respect to the fund. We receive this revenue in the form of a cash payment.
  - Compensation paid out of 12b-1 fees that are deducted from fund assets.

**Unless the PN program is in effect or you have selected one of the optional living benefit riders, you may allocate purchase payments and transfers to any or all of the subaccounts of the variable account that invest in shares of the funds listed in the table below. From time to time, certain fund names are changed. When we are notified of a name change, we will make changes so that the new name is properly shown. However, changes may take some period of time to complete. As a result it is possible you may receive various forms, reports and confirmations that reflect a fund's prior name.**

Investing In	Available under contracts with applications signed on or after May 1, 2007	Available under contracts with applications signed prior to May 1, 2007	Investment Objective and Policies	Investment Adviser
AB VPS Balanced Wealth Strategy Portfolio (Class B)	N	Y	Seeks to maximize total return consistent with AllianceBernstein's determination of reasonable risk.	AllianceBernstein L.P.
AB VPS Global Thematic Growth Portfolio (Class B)	Y	Y	Seeks long-term growth of capital.	AllianceBernstein L.P.
AB VPS Growth and Income Portfolio (Class B)	Y	Y	Seeks long-term growth of capital.	AllianceBernstein L.P.
AB VPS International Value Portfolio (Class B)	Y	Y	Seeks long-term growth of capital.	AllianceBernstein L.P.
American Century VP Inflation Protection, Class II	N	Y	Seeks long-term total return using a strategy that seeks to protect against U.S. inflation.	American Century Investment Management, Inc.
American Century VP International, Class II	N	Y	Seeks capital growth.	American Century Investment Management, Inc.
American Century VP Mid Cap Value, Class II	Y	Y	Seeks long-term capital growth. Income is a secondary objective.	American Century Investment Management, Inc.
American Century VP Ultra <sup>®</sup> , Class II	Y	Y	Seeks capital growth.	American Century Investment Management, Inc.
American Century VP Value, Class II	Y	Y	Seeks long-term capital growth. Income is a secondary objective.	American Century Investment Management, Inc.
ClearBridge Variable Small Cap Growth Portfolio - Class I	Y	Y	Seeks long-term growth of capital.	Legg Mason Partners Fund Advisor, LLC, adviser; ClearBridge Investments, LLC, sub-adviser. (Western Asset Management Company manages the Fund's cash and short-term investments.)

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Columbia Variable Portfolio - Disciplined Core Fund (Class 3)	Y	Y	Seeks to provide shareholders with capital appreciation.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Dividend Opportunity Fund (Class 3)	Y	Y	Seeks to provide shareholders with a high level of current income and, as a secondary objective, steady growth of capital.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Emerging Markets Fund (Class 3)	Y	Y	Seeks to provide shareholders with long-term capital growth.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Government Money Market Fund (Class 3)	Y	Y	Seeks to provide shareholders with maximum current income consistent with liquidity and stability of principal.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - High Yield Bond Fund (Class 3)	Y	Y	Seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Income Opportunities Fund (Class 3)	Y	Y	Seeks to provide shareholders with a high total return through current income and capital appreciation.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Intermediate Bond Fund (Class 3)	Y	Y	Seeks to provide shareholders with a high level of current income while attempting to conserve the value of the investment for the longest period of time.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Large Cap Growth Fund (Class 3)	Y	Y	Seeks to provide shareholders with long-term capital growth.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Large Cap Index Fund (Class 3)	Y	Y	Seeks to provide shareholders with long-term capital appreciation.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Mid Cap Growth Fund (Class 3)	N	Y	Seeks to provide shareholders with growth of capital.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Mid Cap Value Fund (Class 3)	Y	Y	Seeks to provide shareholders with long-term growth of capital.	Columbia Management Investment Advisers, LLC

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Columbia Variable Portfolio - Overseas Core Fund (Class 3) (previously Columbia Variable Portfolio - Select International Equity Fund (Class 3))*	Y	Y	Seeks to provide shareholders with capital appreciation.	Columbia Management Investment Advisers, LLC, adviser; Threadneedle International Limited, an indirect wholly-owned subsidiary of Ameriprise Financial, Inc., subadviser. (Effective on May 1, 2018, Threadneedle International Limited will no longer serve as subadviser for the Fund.)
Columbia Variable Portfolio - Select Large-Cap Value Fund (Class 3)	N	Y	Seeks to provide shareholders with long-term growth of capital.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - Small Cap Value Fund (Class 2)	Y	Y	Seeks long-term capital appreciation.	Columbia Management Investment Advisers, LLC
Columbia Variable Portfolio - U.S. Government Mortgage Fund (Class 3)	Y	Y	Seeks to provide shareholders with current income as its primary objective and, as its secondary objective, preservation of capital.	Columbia Management Investment Advisers, LLC
Credit Suisse Trust - Commodity Return Strategy Portfolio	Y	Y	The portfolio is designed to achieve positive total return relative to the performance of the Bloomberg Commodity Index Total Return ("BCOM Index").	Credit Suisse Asset Management, LLC
CTIVP <sup>SM</sup> - BlackRock Global Inflation-Protected Securities Fund (Class 3) (previously Variable Portfolio - BlackRock Global Inflation-Protected Securities Fund (Class 3))*	Y	Y	Seeks to provide shareholders with total return that exceeds the rate of inflation over the long term.	Columbia Management Investment Advisers, LLC, adviser; BlackRock Financial Management, Inc., subadviser.
CTIVP <sup>SM</sup> - Loomis Sayles Growth Fund (Class 1) (previously Variable Portfolio - Loomis Sayles Growth Fund (Class 1))*	Y	Y	Seeks to provide shareholders with long-term growth of capital.	Columbia Management Investment Advisers, LLC, adviser; Loomis, Sayles & Company, L.P., subadviser.
CTIVP <sup>SM</sup> - MFS <sup>®</sup> Blended Research <sup>®</sup> Core Equity Fund (Class 3) (previously Variable Portfolio - MFS <sup>®</sup> Blended Research <sup>®</sup> Core Equity Fund (Class 3))*	Y	Y	Seeks to provide shareholders with long-term capital growth.	Columbia Management Investment Advisers, LLC, adviser; Massachusetts Financial Services Company, subadviser.

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
CTIVP <sup>SM</sup> - Victory Sycamore Established Value Fund (Class 3) (previously Variable Portfolio - Victory Sycamore Established Value Fund (Class 3))*	Y	Y	Seeks to provide shareholders with long-term growth of capital.	Columbia Management Investment Advisers, LLC, adviser; Victory Capital Management Inc., subadviser.
Dreyfus Investment Portfolios MidCap Stock Portfolio, Service Shares	N	Y	Seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-size domestic companies in the aggregate, as represented by the Standard & Poor's MidCap 400 <sup>®</sup> Index.	The Dreyfus Corporation
Dreyfus Investment Portfolios Technology Growth Portfolio, Service Shares	N	Y	Seeks capital appreciation.	The Dreyfus Corporation
Dreyfus Variable Investment Fund Appreciation Portfolio, Service Shares	N	Y	Seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.	The Dreyfus Corporation, adviser; Fayez Sarofim & Co., sub-adviser.
Dreyfus Variable Investment Fund International Equity Portfolio, Service Shares	Y	Y	Seeks capital growth.	The Dreyfus Corporation, adviser; Newton Investment Management (North America) Limited, sub-adviser.
Dreyfus Variable Investment Fund International Value Portfolio, Service Shares	Y	Y	Seeks long-term capital growth.	The Dreyfus Corporation
Eaton Vance VT Floating-Rate Income Fund - Initial Class	Y	Y	Seeks high level of current income.	Eaton Vance Management
Fidelity <sup>®</sup> VIP Contrafund <sup>®</sup> Portfolio Service Class 2	Y	Y	Seeks long-term capital appreciation. Normally invests primarily in common stocks. Invests in securities of companies whose value FMR believes is not fully recognized by the public. Invests in either "growth" stocks or "value" stocks or both. The fund invests in domestic and foreign issuers.	Fidelity Management & Research Company (FMR) (the Adviser) is the fund's manager. FMR Co., Inc. (FMRC) and other investment advisers serve as sub-advisers for the fund.
Fidelity <sup>®</sup> VIP Growth Portfolio Service Class 2	N	Y	Seeks to achieve capital appreciation. Normally invests primarily in common stocks. Invests in companies that FMR believes have above-average growth potential (stocks of these companies are often called "growth" stocks). The Fund invests in domestic and foreign issuers.	Fidelity Management & Research Company (FMR) (the Adviser) is the fund's manager. FMR Co., Inc. (FMRC) and other investment advisers serve as sub-advisers for the fund.



<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Fidelity® VIP Investment Grade Bond Portfolio Service Class 2	Y	Y	Seeks as high level of current income as is consistent with the preservation of capital. Normally invests at least 80% of assets in investment-grade debt securities (those of medium and high quality) of all types and repurchase agreements for those securities.	Fidelity Management & Research Company (FMR) (the Adviser) is the fund's manager. Fidelity Investments Money Management, Inc. (FIMM) and other investment advisers serve as sub-advisers for the fund.
Fidelity® VIP Mid Cap Portfolio Service Class 2	Y	Y	Seeks long-term growth of capital. Normally invests primarily in common stocks. Normally invests at least 80% of assets in securities of companies with medium market capitalizations. May invest in companies with smaller or larger market capitalizations. Invests in domestic and foreign issuers. The Fund invests in either "growth" or "value" common stocks or both.	Fidelity Management & Research Company (FMR) (the Adviser) is the fund's manager. FMR Co., Inc. (FMRC) and other investment advisers serve as sub-advisers for the fund.
Fidelity® VIP Overseas Portfolio Service Class 2	Y	Y	Seeks long-term growth of capital. Normally invests primarily in common stocks allocating investments across different countries and regions. Normally invests at least 80% of assets in non-U.S. securities.	Fidelity Management & Research Company (FMR) (the Adviser) is the fund's manager. FMR Co., Inc. (FMRC) and other investment advisers serve as sub-advisers for the fund.
Franklin Income VIP Fund - Class 2	Y	Y	Seeks to maximize income while maintaining prospects for capital appreciation. Under normal market conditions, the fund invests in both equity and debt securities.	Franklin Advisers, Inc. adviser; Templeton Investment Counsel, LLC, subadviser.
Franklin Mutual Shares VIP Fund - Class 2	N	Y	Seeks capital appreciation, with income as a secondary goal. Under normal market conditions, the fund invests primarily in U.S. and foreign equity securities that the investment manager believes are undervalued.	Franklin Mutual Advisers, LLC
Franklin Rising Dividends VIP Fund - Class 2	N	Y	Seeks long-term capital appreciation, with preservation of capital as an important consideration. Under normal market conditions, the fund invests at least 80% of its net assets in equity securities of companies that have paid rising dividends.	Franklin Advisers, Inc.

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Franklin Small-Mid Cap Growth VIP Fund - Class 2	N	Y	Seeks long-term capital growth. Under normal market conditions, the fund invests at least 80% of its net assets in investments of small-capitalization and mid-capitalization companies.	Franklin Advisers, Inc.
Goldman Sachs VIT Mid Cap Value Fund - Institutional Shares	Y	Y	Seeks long-term capital appreciation.	Goldman Sachs Asset Management, L.P.
Goldman Sachs VIT U.S. Equity Insights Fund - Institutional Shares	Y	Y	Seeks long-term growth of capital.	Goldman Sachs Asset Management, L.P.
Invesco V.I. American Franchise Fund, Series II Shares	Y	Y	Seeks capital growth.	Invesco Advisers, Inc.
Invesco V.I. Comstock Fund, Series II Shares	Y	Y	Seeks capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks.	Invesco Advisers, Inc.
Invesco V.I. Health Care Fund, Series II Shares (previously Invesco V.I. - Global Health Care Fund, Series II Shares)	Y	Y	Seeks long-term growth of capital.	Invesco Advisers, Inc.
Invesco V.I. International Growth Fund, Series II Shares	Y	Y	Seeks long-term growth of capital.	Invesco Advisers, Inc.
Invesco V.I. Mid Cap Core Equity Fund, Series II Shares	N	Y	Seeks long-term growth of capital.	Invesco Advisers, Inc.
Invesco V.I. Mid Cap Growth Fund, Series II Shares	Y	Y	Seeks capital growth.	Invesco Advisers, Inc.
Invesco V.I. Value Opportunities Fund, Series II Shares	N	Y	Seeks long-term growth of capital.	Invesco Advisers, Inc.
Janus Henderson Research Portfolio: Service Shares (previously Janus Aspen Series Research Portfolio: Service Shares)	Y	Y	Seeks long-term growth of capital.	Janus Capital Management LLC
MFS® Massachusetts Investors Growth Stock Portfolio - Service Class	N	Y	Seeks capital appreciation.	MFS® Investment Management
MFS® New Discovery Series - Service Class	N	Y	Seeks capital appreciation.	MFS® Investment Management

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
MFS® Total Return Series - Service Class	Y	Y	Seeks total return.	MFS® Investment Management
MFS® Utilities Series - Service Class	Y	Y	Seeks total return.	MFS® Investment Management
Morgan Stanley VIF Global Real Estate Portfolio, Class II Shares	Y	Y	Seeks to provide current income and capital appreciation.	Morgan Stanley Investment Management Inc., adviser; Morgan Stanley Investment Management Limited and Morgan Stanley Investment Management Company, subadvisers.
Morgan Stanley VIF Mid Cap Growth Portfolio, Class II Shares	Y	Y	Seeks long-term capital growth by investing primarily in common stocks and other equity securities.	Morgan Stanley Investment Management Inc.
Morgan Stanley VIF U.S. Real Estate Portfolio, Class II Shares	N	Y	Seeks to provide above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.	Morgan Stanley Investment Management Inc.
Oppenheimer Capital Appreciation Fund/VA, Service Shares	Y	Y	Seeks capital appreciation.	OFI Global Asset Management, Inc., adviser; OppenheimerFunds, Inc., sub-adviser.
Oppenheimer Global Fund/VA, Service Shares	Y	Y	Seeks capital appreciation.	OFI Global Asset Management, Inc., adviser; OppenheimerFunds, Inc., sub-adviser.
Oppenheimer Global Strategic Income Fund/VA, Service Shares	Y	Y	Seeks total return.	OFI Global Asset Management, Inc., adviser; OppenheimerFunds, Inc., sub-adviser.
Oppenheimer Main Street Small Cap Fund®/VA, Service Shares	Y	Y	Seeks capital appreciation.	OFI Global Asset Management, Inc., adviser; OppenheimerFunds, Inc., sub-adviser.
PIMCO VIT All Asset Portfolio, Advisor Class	Y	Y	Seeks maximum real return, consistent with preservation of real capital and prudent investment management.	Pacific Investment Management Company LLC (PIMCO)
Putnam VT Global Health Care Fund - Class IB Shares	N	Y	Seeks capital appreciation.	Putnam Investment Management, LLC, advisor; The Putnam Advisory Company, LLC, sub-adviser; and Putnam Investments Limited, sub-manager.

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Putnam VT International Equity Fund - Class IB Shares	N	Y	Seeks capital appreciation.	Putnam Investment Management, LLC, advisor; The Putnam Advisory Company, LLC, sub-adviser; and Putnam Investments Limited, sub-manager.
Putnam VT Small Cap Value Fund - Class IB Shares	N	Y	Seeks capital appreciation.	Putnam Investment Management, LLC, advisor; Putnam Investments Limited, sub-manager.
Putnam VT Sustainable Leaders Fund - Class IB Shares (previously Putnam VT - Multi-Cap Growth Fund - Class IB Shares)	N	Y	Seeks long-term capital appreciation.	Putnam Investment Management, LLC, advisor; Putnam Investments Limited, sub-manager.
Templeton Global Bond VIP Fund - Class 2	Y	Y	Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration. Under normal market conditions, the fund invests at least 80% of its net assets in bonds, which include debt securities of any maturity, such as bonds, notes, bills and debentures.	Franklin Advisers, Inc.
Templeton Growth VIP Fund - Class 2	Y	Y	Seeks long-term capital growth. Under normal market conditions, the fund invests predominantly in equity securities of companies located anywhere in the world, including those in the U.S. and emerging markets.	Templeton Global Advisors Limited
Variable Portfolio - Aggressive Portfolio (Class 2)	Y	Y	Seeks to provide a high level of total return that is consistent with an aggressive level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Aggressive Portfolio (Class 4)	Y	Y	Seeks to provide a high level of total return that is consistent with an aggressive level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Conservative Portfolio (Class 2)	Y	Y	Seeks to provide a high level of total return that is consistent with a conservative level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Conservative Portfolio (Class 4)	Y	Y	Seeks to provide a high level of total return that is consistent with a conservative level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Managed Risk Fund (Class 2) (previously Columbia Variable Portfolio - Managed Risk Fund (Class 2))* (Available only for Current Contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Variable Portfolio - Managed Risk U.S. Fund (Class 2) (previously Columbia Variable Portfolio - Managed Risk U.S. Fund (Class 2))* (Available only for Current Contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Managed Volatility Conservative Fund (Class 2) (previously Columbia Variable Portfolio - Managed Volatility Conservative Fund (Class 2))* (Available only for contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Managed Volatility Conservative Growth Fund (Class 2) (previously Columbia Variable Portfolio - Managed Volatility Conservative Growth Fund (Class 2))* (Available only for contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Managed Volatility Growth Fund (Class 2) (previously Columbia Variable Portfolio - Managed Volatility Growth Fund (Class 2))* (Available only for contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Managed Volatility Moderate Growth Fund (Class 2) (previously Columbia Variable Portfolio - Managed Volatility Moderate Growth Fund (Class 2))* (Available only for contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Variable Portfolio - Moderate Portfolio (Class 2)	Y	Y	Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Moderate Portfolio (Class 4)	Y	Y	Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Moderately Aggressive Portfolio (Class 2)	Y	Y	Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Moderately Aggressive Portfolio (Class 4)	Y	Y	Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Moderately Conservative Portfolio (Class 2)	Y	Y	Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Moderately Conservative Portfolio (Class 4)	Y	Y	Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Columbia Management Investment Advisers, LLC
Variable Portfolio - Partners Small Cap Value Fund (Class 3)	Y	Y	Seeks to provide shareholders with long-term capital appreciation.	Columbia Management Investment Advisers, LLC, adviser; Denver Investment Advisors LLC, Jacobs Levy Equity Management, Inc., Nuveen Asset Management, LLC and Segall Bryant & Hamill, LLC, subadvisers. (Effective on or about May 1, 2018, Denver Investments Advisors LLC will no longer serve as subadviser for this Fund.)
Variable Portfolio - U.S. Flexible Conservative Growth Fund (Class 2) (previously Columbia Variable Portfolio - U.S. Flexible Conservative Growth Fund (Class 2))* (Available only for Current Contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC

<b>Investing In</b>	<b>Available under contracts with applications signed on or after May 1, 2007</b>	<b>Available under contracts with applications signed prior to May 1, 2007</b>	<b>Investment Objective and Policies</b>	<b>Investment Adviser</b>
Variable Portfolio - U.S. Flexible Growth Fund (Class 2) (previously Columbia Variable Portfolio - U.S. Flexible Growth Fund (Class 2))* (Available only for Current Contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC
Variable Portfolio - U.S. Flexible Moderate Growth Fund (Class 2) (previously Columbia Variable Portfolio - U.S. Flexible Moderate Growth Fund (Class 2))* (Available only for Current Contracts with living benefit riders)	Y	N	Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Columbia Management Investment Advisers, LLC
Wanger International	Y	Y	Seeks long-term capital appreciation.	Columbia Wanger Asset Management, LLC
Wanger USA	Y	Y	Seeks long-term capital appreciation.	Columbia Wanger Asset Management, LLC

\* The Fund's name change is effective on May 1, 2018.

# The Guarantee Period Accounts (GPAs)

The GPAs may not be available in some states.

Currently, unless you have elected one of the optional living benefit riders, you may allocate purchase payments to one or more of the GPAs with guarantee periods declared by us. These periods of time may vary by state. The required minimum investment in each GPA is \$1,000.

(Exception: if a PN program model portfolio includes one or more GPAs, the required minimum investment does not apply.)

These accounts are not offered after the annuitization start date.

Each GPA pays an interest rate that is declared when you make an allocation to that account. That interest rate is then fixed for the guarantee period that you chose. We will periodically change the declared interest rate for any future allocations to these accounts, but we will not change the rate paid on money currently in a GPA.

The interest rates that we will declare as guaranteed rates in the future are determined by us at our discretion (future rates). These rates generally will be based on various factors related to future investment earnings. **We cannot predict nor can we guarantee what future rates will be.**

We hold amounts you allocate to the GPAs in a “nonunitized” separate account. This separate account provides an additional measure of assurance that we will make full payment of amounts due under the GPAs. State insurance law prohibits us from charging this separate account with liabilities of any other separate account or of our general business. We own the assets of this separate account as well as any favorable investment performance of those assets. You do not participate in the performance of the assets held in this separate account. We guarantee all benefits relating to your value in the GPAs. This guarantee is based on the continued claims-paying ability of the company’s general account. You should be aware that our general account is exposed to the risks normally associated with a portfolio of fixed-income securities, including interest rate, option, liquidity and credit risk. You should also be aware that we issue other types of insurance and financial products as well, and we also pay our obligations under these products from assets in our general account. Our general account is not segregated or insulated from the claims of our creditors. The financial statements contained in the SAI include a further discussion of the risks inherent within the investments of the general account.

We intend to construct and manage the investment portfolio relating to the separate account in such a way as to minimize the impact of fluctuations by interest rates. We seek to achieve this by constructing a portfolio of assets with a price sensitivity to interest rate changes (i.e., price duration) that is similar to the price duration of the corresponding portfolio of liabilities.

We must invest this portfolio of assets in accordance with requirements established by applicable state laws regarding the nature and quality of investments that life insurance companies may make and the percentage of their assets that they may commit to any particular type of investment. Our investment strategy will incorporate the use of a variety of debt instruments having price durations tending to match the applicable guarantee periods. These instruments include, but are not necessarily limited to, the following:

- Securities issued by the U.S. government or its agencies or instrumentalities, which issues may or may not be guaranteed by the U.S. government;
- Debt securities that have an investment grade, at the time of purchase, within the four highest grades assigned by any of three nationally recognized rating agencies — Standard & Poor’s, Moody’s Investors Service or Fitch — or are rated in the two highest grades by the National Association of Insurance Commissioners;
- Other debt instruments which are unrated or rated below investment grade, limited to 10% of assets at the time of purchase; and
- Real estate mortgages, limited to 45% of portfolio assets at the time of acquisition.

In addition, options and futures contracts on fixed income securities will be used from time to time to achieve and maintain appropriate investment and liquidity characteristics on the overall asset portfolio.

While this information generally describes our investment strategy, we are not obligated to follow any particular strategy except as may be required by federal law and Indiana and other state insurance laws.

## Market Value Adjustment (MVA)

We will not apply an MVA to contract value you transfer or surrender out of the GPAs within 30 days before the end of the guarantee period. During this 30 day window, you may choose to start a new guarantee period of the same length, transfer the contract value from the specified GPA to a GPA of another length, transfer the contract value from the specified GPA to any of the subaccounts, the regular fixed account (Current Contract) or the one-year fixed account (Original Contract), or surrender the value from the specified GPA (all subject to applicable surrender and transfer provisions). If we do not receive any instructions by the end of your guarantee period, our current practice is to automatically transfer the contract value from the specified GPA into the shortest GPA term offered in your state. If no



GPA's are offered, we will transfer the value to the regular fixed account (Current Contract) or the one-year fixed account (Original Contract), if available. If the regular fixed account (Current Contract) or the one-year fixed account (Original Contract) is not available, we will transfer the value to the money market or cash management variable subaccount we designate.

We guarantee the contract value allocated to the GPA's, including the interest credited, if you do not make any transfers or surrenders from the GPA's prior to 30 days before the end of the guarantee period (30-day rule). At all other times, and unless one of the exceptions to the 30-day rule described below applies, we will apply an MVA if you surrender or transfer contract value from a GPA including surrenders under the *SecureSource* series of riders, the Guarantor Withdrawal Benefit for Life rider or the Guarantor Withdrawal Benefit, or you elect an annuity payout plan while you have contract value invested in a GPA. We will refer to these transactions as "early surrenders." The application of an MVA may result in either a gain or loss of principal.

For the Current Contract, the 30-day rule does not apply and no MVA will apply to:

- amounts surrendered under contract provisions that waive surrender charges for Hospital or Nursing Home Confinement and Terminal Illness Disability Diagnosis;
- amounts transferred automatically under the PN program; and
- amounts deducted for fees and charges.
- Amounts we pay as death claims will not be reduced by any MVA.

For the Original Contract, the 30-day rule does not apply and no MVA will apply to:

- transfers from a one-year GPA occurring under an automated dollar-cost averaging program or interest sweep strategy;
- automatic rebalancing under any PN program model portfolio we offer which contains one or more GPA's. However, an MVA may apply if you transfer to a new PN program investment option;
- amounts applied to an annuity payout plan while a PN program model portfolio containing one or more GPA's is in effect;
- amounts deducted for fees and charges; or
- amounts we pay as death claims.

When you request an early surrender, we adjust the early surrender amount by an MVA formula. The early surrender amount reflects the relationship between the guaranteed interest rate you are earning in your current GPA and the interest rate we are crediting on new GPA's that end at the same time as your current GPA.

The MVA is sensitive to changes in current interest rates. The magnitude of any applicable MVA will depend on our current schedule of guaranteed interest rates at the time of the surrender, the time remaining in your guarantee period and your guaranteed interest rate. The MVA is negative, zero or positive depending on how the guaranteed interest rate on your GPA compares to the interest rate of a new GPA for the same number of years as the guarantee period remaining on your GPA. This is summarized in the following table:

<b>If your GPA rate is:</b>	<b>The MVA is:</b>
Less than the new GPA rate + 0.10%	Negative
Equal to the new GPA rate + 0.10%	Zero
Greater than the new GPA rate + 0.10%	Positive

For examples, see Appendix A.

# The General Account

The general account includes all assets owned by RiverSource Life, other than those in the variable account and our other separate accounts. Subject to applicable state law, we have sole discretion to decide how assets of the general account will be invested. The assets held in our general account support the guarantees under your contract including any death or living benefits offered under the contract. You should be aware that our general account is exposed to many of the same risks normally associated with a portfolio of fixed-income securities including interest rate, option, liquidity and credit risk. You should also be aware that we issue other types of annuities and financial instruments and products as well, and these obligations are satisfied from the assets in our general account. Our general account is not segregated or insulated from the claims of our creditors. The financial statements contained in the SAI include a further discussion of the risks inherent within the investments of the general account. The fixed account is supported by our general account that we make available under the contract.

# The Fixed Account

Amounts allocated to the fixed account are part of our general account. For the Current Contract, the fixed account includes the regular fixed account and the Special DCA fixed account. For the Original Contract, the fixed account includes the one-year fixed account and the DCA fixed account. We credit interest on amounts you allocate to the fixed account at rates we determine from time to time at our discretion. Interest rates credited in excess of the guaranteed rate generally will be based on various factors related to future investment earnings. The guaranteed minimum interest rate on amounts invested in the fixed account may vary by state but will not be lower than state law allows. We back the principal and interest guarantees relating to the fixed account. These guarantees are based on the continued claims-paying ability of RiverSource Life

The fixed account is not required to be registered with the SEC. The SEC staff does not review the disclosures in this prospectus on the fixed account, however, disclosures regarding the fixed account may be subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

We have not registered interests in the fixed account as securities under the Securities Act of 1933 nor have any of these accounts been registered as investment companies under the Investment Company Act of 1940. We believe these options are exempt from registration under the federal securities laws because the underlying values do not vary according to the performance of a separate account and satisfy state standard non-forfeiture laws. Accordingly, we have a reasonable basis for concluding that the fixed account provides sufficient guarantees of principal and interest through the company's general account to qualify under Section 3(a)(8) of the Securities Act of 1933.

The fixed account has not been registered with the SEC. Disclosures regarding the fixed account, however, are subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in a prospectus.

## **Current Contract:**

(applications signed on or after Nov. 30, 2009, subject to state availability)

# The Regular Fixed Account

Unless the PN program we offer is in effect, you may allocate purchase payments or transfer contract value to the regular fixed account. The value of the regular fixed account increases as we credit interest to the regular fixed account. We credit and compound interest daily based on a 365-day year (366 in a leap year) so as to produce the annual effective rate which we declare. The interest rate we apply to each purchase payment or transfer to the regular fixed account is guaranteed for one year. Thereafter, we will change the rates from time to time at our discretion, but your interest rate for each purchase payment or transfer will never change more frequently than annually. There are restrictions on transfers from this account and may be restrictions on the amount you can allocate to this account (see "Making the Most of Your Contract — Transfer policies").

# The Special DCA Fixed Account

You may allocate purchase payments to the Special DCA fixed account. You may not transfer contract value to the Special DCA fixed account.

You may allocate your entire purchase payment to the Special DCA fixed account for a term of six or twelve months. We reserve the right to offer shorter or longer terms for the Special DCA fixed account.

In accordance with your investment instructions, we transfer amounts from the Special DCA fixed account to the subaccounts or investment option you select under your living benefit rider monthly so that, at the end of the Special DCA fixed account term, the balance of the Special DCA fixed account is zero. The amount of each transfer equals the remaining Special DCA fixed account value on the date of the transfer divided by the number of remaining transfers in

the program. You may not change the amount of transfers. The first Special DCA monthly transfer occurs one day after we receive your payment. You may not use the regular fixed account or any GPA as a destination for the Special DCA monthly transfer. (Exception: if a PN program is in effect, and the PN program investment option you selected, if applicable, includes the regular fixed account or any GPA, amounts will be transferred from the Special DCA fixed account to the regular fixed account or GPA according to the allocation percentage established for the PN program investment option you have selected.)

The value of the Special DCA fixed account increases when we credit interest to the Special DCA fixed account, and decreases when we make monthly transfers from the Special DCA fixed account. When you allocate a purchase payment to the Special DCA fixed account, the interest rates applicable to that purchase payment will be the rates in effect for the Special DCA fixed account term you choose on the date we receive your purchase payment. The applicable interest rate is guaranteed for the length of the term for the Special DCA fixed account term you choose. We credit and compound interest daily based on a 365-day year (366 in a leap year) so as to produce the annual effective rate which we declare. We credit interest only on the declining balance of the Special DCA fixed account; we do not credit interest on amounts that have been transferred from the Special DCA fixed account. As a result, the net effective interest rates we credit will be less than the declared annual effective rates. Generally, we will credit the Special DCA fixed account with interest at the same annual effective rate we apply to the regular fixed account on the date we receive your purchase payment, regardless of the length of the term you select. From time to time, we may credit interest to the Special DCA fixed account at promotional rates that are higher than those we credit to the regular fixed account. We reserve the right to declare different annual effective rates:

- for the Special DCA fixed account and the regular fixed account; and
- for the Special DCA fixed accounts with terms of differing length.

Alternatively, you may allocate your purchase payment to any combination of the following which equals one hundred percent of the amount you invest:

- the Special DCA fixed account for a six month term;
- the Special DCA fixed account for a twelve month term;
- the Portfolio Stabilizer or Portfolio Navigator fund if you have one of the optional living benefit riders;
- unless you have elected one of the optional living benefit riders, to the regular fixed account, the GPAs and/or the subaccounts, subject to investment minimums and other restrictions we may impose on investments in the regular account and the GPAs.

Once you establish a Special DCA fixed account, you cannot allocate additional purchase payments to it. However, you may establish another Special DCA fixed account and allocate new purchase payments to it.

If you participate in a PN program, and you change to a different PN program investment option while a Special DCA fixed account term is in progress, we will allocate transfers from the Special DCA fixed account to your newly-elected PN program investment option.

If your contract permits, and you discontinue your participation in a PN program while a Special DCA fixed account term is in progress, we will allocate transfers from your Special DCA fixed account for the remainder of the term to the subaccounts in accordance with your current Special DCA fixed account allocation instructions. If your current Special DCA fixed account allocation instructions include a fund to which allocations are restricted and you do not provide new instructions, we will transfer prorated amounts to the valid portion of your allocation instruction.

You may discontinue any Special DCA fixed account before the end of its term by giving us notice. If you do so, we will transfer the remaining balance of the Special DCA fixed account to the Portfolio Stabilizer or Portfolio Navigator fund in which you are invested if a living benefit rider is selected, or if no living benefit rider is selected, in accordance with your investment instructions to us to the regular fixed account, the GPAs and/or the subaccounts, subject to investment minimums and other restrictions we may impose on investments in the regular fixed account and the GPAs, including but not limited to, any limitations described in this prospectus on transfers (see "Transfer policies").

Dollar-cost averaging from the Special DCA fixed account does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. For a discussion of how dollar-cost averaging works, see "Making the Most of your Contract — Automated Dollar-Cost Averaging."

**Original Contract:**

(applications signed prior to Nov. 30, 2009 or in states where the Current Contract was not available)

## The One-Year Fixed Account

Unless the PN program we offer is in effect, you may allocate purchase payments or transfer contract value to the one-year fixed account. The value of the one-year fixed account increases as we credit interest to the one-year fixed account. We credit and compound interest daily based on a 365-day year (366 in a leap year) so as to produce the annual effective rate which we declare. We credit the one-year fixed account with the current guaranteed annual rate

that is in effect on the date we receive your purchase payment or you transfer contract value to the one-year fixed account. The interest rate we apply to each purchase payment or transfer to the one-year fixed account is guaranteed for one year. There are restrictions on the amount you can allocate to the one-year fixed account as well as on transfers from this account (see “Making the Most of Your Contract — Transfer policies”).

## DCA Fixed Account

(Applies to contracts with applications signed on or after May 1, 2006 and if available in your state)

You may allocate purchase payments to the DCA fixed account. You may not transfer contract value to the DCA fixed account.

You may allocate your entire purchase payment to the DCA fixed account for a term of six or twelve months. We reserve the right to offer shorter or longer terms for the DCA fixed account.

In accordance with your investment instructions, we transfer a pro rata amount from the DCA fixed account to your investment allocations monthly so that, at the end of the DCA fixed account term, the balance of the DCA fixed account is zero. The first DCA monthly transfer occurs one day after we receive your payment.

The value of the DCA fixed account increases when we credit interest to the DCA fixed account, and decreases when we make monthly transfers from the DCA fixed account. When you allocate a purchase payment to the DCA fixed account, the interest rates applicable to that purchase payment will be the rates in effect for the DCA fixed account term you choose on the date we receive your purchase payment. The applicable interest rate is guaranteed for the length of the term for the DCA fixed account term you choose. We credit and compound interest daily based on a 365-day year (366 in a leap year) so as to produce the annual effective rate which we declare. We credit interest only on the declining balance of the DCA fixed account; we do not credit interest on amounts that have been transferred from the DCA fixed account. As a result, the net effective interest rates we credit will be less than the declared annual effective rates. Generally, we will credit the DCA fixed account with interest at the same annual effective rate we apply to the one-year fixed account on the date we receive your purchase payment, regardless of the length of the term you select. From time to time, we may credit interest to the DCA fixed account at promotional rates that are higher than those we credit to the one-year fixed account. We reserve the right to declare different annual effective rates:

- for the DCA fixed account and the one-year fixed account;
- for the DCA fixed accounts with terms of differing length;
- for amounts in the DCA fixed account that are transferred to the one-year fixed account;
- for amounts in the DCA fixed account that are transferred to the GPAs;
- for amounts in the DCA fixed account that are transferred to the subaccounts.

Alternatively, you may allocate your purchase payment to any combination of the following which equals one hundred percent of the amount you invest:

- the DCA fixed account for a six month term;
- the DCA fixed account for a twelve month term;
- the Portfolio Stabilizer or Portfolio Navigator fund, if you have one of the optional living benefit riders;
- unless you have elected one of the optional living benefit riders, to the one-year fixed account, the GPAs and/or the subaccounts, subject to investment minimums and other restrictions we may impose on investments in the one-year fixed account and the GPAs.

If you make a purchase payment while a DCA fixed account term is in progress, you may allocate your purchase payment among the following:

- to the DCA fixed account term(s) then in effect. Amounts you allocate to an existing DCA fixed account term will be transferred out of the DCA fixed account over the remainder of the term. For example, if you allocate a new purchase payment to an existing DCA fixed account term of six months when only two months remains in the six month term, the amount you allocate will be transferred out of the DCA fixed account over the remaining two months of the term;
- to the Portfolio Stabilizer or Portfolio Navigator fund, if you have one of the optional living benefit riders;
- unless you have elected one of the optional living benefit riders, then to the one-year fixed account, the GPAs and/or the subaccounts, subject to investment minimums and other restrictions we may impose on investments in the one-year fixed account and the GPAs.

If no DCA fixed account term is in progress when you make an additional purchase payment, you may allocate it according to the rules above for the allocation of your initial purchase payment.

If you participate in a PN program, and you change to a different PN program investment option while a DCA fixed account term is in progress, we will allocate transfers from the DCA fixed account to your newly-elected PN program investment option.

If your contract permits, and you discontinue your participation in a PN program investment option while a DCA fixed account term is in progress, we will allocate transfers from the DCA fixed account for the remainder of the term in accordance with your investment instructions to us to the one-year fixed account, the GPAs and the subaccounts, subject to investment minimums and other restrictions we may impose on investments in the one-year fixed account and the GPAs, including but not limited to, any limitations described in this prospectus on transfers (see “Transfer policies”).

You may discontinue any DCA fixed account before the end of its term by giving us notice. If you do so, we will transfer the remaining balance of the DCA fixed account whose term you are ending to the PN program investment option in effect, or if no PN program investment option is in effect, in accordance with your investment instructions to us to the one-year fixed account, the GPAs and/or the subaccounts, subject to investment minimums and other restrictions we may impose on investments in the one-year fixed account and the GPAs, including but not limited to, any limitations described in this prospectus on transfers (see “Transfer policies”).

Dollar-cost averaging from the DCA fixed account does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. For a discussion of how dollar-cost averaging works, see “Making the Most of your Contract — Automated Dollar-Cost Averaging.”

## Buying Your Contract

New contracts are not currently being offered.

We are required by law to obtain personal information from you which we used to verify your identity. If you do not provide this information we reserve the right to refuse to issue your contract or take other steps we deem reasonable. As the owner, you have all rights and may receive all benefits under the contract. You may select a qualified or nonqualified annuity. You can own a nonqualified annuity in joint tenancy with rights of survivorship only in spousal situations. You cannot own a qualified annuity in joint tenancy. For the Current Contract, you can buy a contract if you are 85 or younger. For the Original Contract, you can buy a contract if you and the annuitant are age 85 or younger. (The age limit may be younger for qualified annuities in some states.)

When you applied, you could have selected:

### **Current Contract:**

(applications signed on or after Nov. 30, 2009, subject to state availability)

- GPAs, the regular fixed account (if included), the Special DCA fixed account and/or subaccounts in which you want to invest;
- how you want to make purchase payments;
- a beneficiary;
- the optional PN program<sup>(1)</sup>; and
- one of the following optional death benefits:
  - MAV Death Benefit;
  - 5% Accumulation Death Benefit; or
  - Enhanced Death Benefit.
- one of the following additional optional death benefits:
  - Benefit Protector Death Benefit rider<sup>(2)</sup>; or
  - Benefit Protector Plus Death Benefit rider<sup>(2)</sup>.

In addition, you could have also selected one of the following optional living benefits:

- *SecureSource Stages 2* riders;
- *SecureSource Stages* riders;
- Accumulation Protector Benefit rider

The Current Contract provides for allocation of purchase payments to the GPAs, the regular fixed account, the Special DCA fixed account and/or the subaccounts of the variable account subject to the \$1,000 required minimum investment for the GPAs. We currently allow you to allocate the total amount of purchase payment to the regular fixed account. We reserve the right to limit purchase payment allocations to the regular fixed account at any time on a non-discriminatory basis with notification, subject to state restrictions. You cannot allocate purchase payments to the fixed account for six months following a partial surrender from the fixed account, a lump sum transfer from the regular fixed account, or termination of automated transfers from the Special DCA fixed account prior to the end of the Special DCA fixed account term.

**Original Contract:**

(applications signed prior to Nov. 30, 2009 or in states where the Current Contract was not available)

- GPAs, the one-year fixed account, if part of your contract, the DCA fixed account if part of your contract and/or subaccounts in which you want to invest;
- how you want to make purchase payments;
- a beneficiary;
- the optional PN program<sup>(1)</sup>; and
- one of the following optional death benefits:
  - MAV Death Benefit;
  - 5% Accumulation Death Benefit; or
  - Enhanced Death Benefit.
- one of the following additional optional death benefits:
  - Benefit Protector Death Benefit rider<sup>(2)</sup>; or
  - Benefit Protector Plus Death Benefit rider<sup>(2)</sup>.

In addition, if available in your state, could have also selected one of the following optional living benefits:

- *SecureSource 20* riders;
- *SecureSource* riders;
- Accumulation Protector Benefit rider;
- Guarantor Withdrawal Benefit for Life rider;
- Guarantor Withdrawal Benefit rider;
- Income Assurer Benefit – MAV rider;
- Income Assurer Benefit – 5% Accumulation Benefit Base rider; or
- Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base rider.

<sup>(1)</sup> There is no additional charge for this feature.

<sup>(2)</sup> Not available with 5% Accumulation or Enhanced Death Benefit.

The Original Contract provides for allocation of purchase payments to the GPAs, the one-year fixed account (if part of your contract), the DCA fixed account (if part of your contract) and/or to the subaccounts of the variable account in even 1% increments subject to the \$1,000 required minimum investment for the GPAs. The amount of any purchase payment allocated to the one-year fixed account in total cannot exceed 30% of the purchase payment. More than 30% of a purchase payment may be so allocated if you establish an automated dollar-cost averaging arrangement with respect to the purchase payment according to procedures currently in effect. We reserve the right to further limit purchase payment allocations to the one-year fixed account if the interest rate we are then crediting on new purchase payments allocated to the one-year fixed account is equal to the minimum interest rate stated in the contract.

**For both the Current Contract and the Original Contract:**

We will credit additional eligible purchase payments you make to your accounts on the valuation date we receive them. If we receive an additional purchase payment at our Service Center before the close of business, we will credit any portion of that payment allocated to the subaccounts using the accumulation unit value we calculate on the valuation date we received the payment. If we receive an additional purchase payment at our Service Center at or after the close of business, we will credit any portion of that payment allocated to the subaccounts using the accumulation unit value we calculate on the next valuation date after we received the payment.

You may make monthly payments to your contract under a Systematic Investment Plan (SIP). You must make an initial purchase payment of \$10,000. Then, to begin the SIP, you will complete and send a form and your first SIP payment along with your application. There is no charge for SIP. You can stop your SIP payments at any time.

In most states, you may make additional purchase payments to nonqualified and qualified annuities until the annuitization start date.

**Householding and delivery of certain documents**

With your prior consent, RiverSource Life and its affiliates may use and combine information concerning accounts owned by members of the same household and provide a single paper copy of certain documents to that household. This householding of documents may include prospectuses, supplements, annual reports, semiannual reports and proxies. Your authorization remains in effect unless we are notified otherwise. If you wish to continue receiving multiple copies of these documents, you can opt out of householding by calling us at 1.866.273.7429. Multiple mailings will resume within 30 days after we receive your opt out request.

## The Annuitization Start Date

### **For both the Current Contract and the Original Contract:**

Annuity payouts begin on the annuitization start date. This means that the contract will be annuitized or converted to a stream of monthly payments. If your contract is annuitized, the contract goes into payout and only the annuity payout provisions continue. You will no longer have access to your contract value. This means that the death benefit and any optional benefits you have elected will end. When we processed your application, we established the maximum age then in effect (or contract anniversary if applicable). Unless otherwise elected by you, all annuitization start dates are now automatically set to the maximum age of 95 now in effect. You can also change the annuitization start date, provided you send us written instructions at least 30 days before annuity payouts begin.

The annuitization start date must be:

- no earlier than the 30th day after the contract's effective date; and no later than
- the owner's 95th birthday or the tenth contract anniversary, if later,
- or such other date as agreed to by us.

Six months prior to your annuitization start date, we will contact you with your options including the option to postpone your annuitization start date to a future date. You can choose to delay the annuitization of your contract to a date beyond age 95, to the extent allowed by applicable state law and tax laws.

If you do not make an election, annuity payouts using the contract's default option of annuity payout Plan B – Life with 10 years certain will begin on the annuitization start date and your monthly annuity payments will continue for as long as the annuitant lives. If the annuitant does not survive 10 years, we will continue to make payments until 10 years of payments have been made. Some distributors require annuitization by age 95. In that case, the option to continue to defer the annuitization start date after age 95 is not available.

Generally, if you own a qualified annuity (for example, an IRA) and tax laws require that you take distributions from your annuity prior to your annuitization start date, your contract will not be automatically annuitized (subject to state requirement). However, if you choose, you can elect to request annuitization or take surrenders to meet your required minimum distributions.

Please see "SecureSource Stages 2/SecureSource Stages/SecureSource 20 — Other Provisions" section regarding options under this rider at the annuitization start date.

## Beneficiary

We will pay to your named beneficiary the death benefit if it becomes payable while the contract is in force and before the annuitization start date. If there is more than one beneficiary, we will pay each beneficiary's designated share when we receive their completed claim. A beneficiary will bear the investment risk of the variable account until we receive the beneficiary's completed claim. If there is no named beneficiary, the default provisions of your contract will apply. (See "Benefits in Case of Death" for more about beneficiaries.)

If you select one of the *SecureSource* series – Joint Life rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse can not utilize the spousal continuation provision of the contract when the death benefit is payable.

## Purchase Payments

Purchase payment amounts and purchase payment timing may vary by state and be limited under the terms of your contract.

### **Minimum initial purchase payment**

10,000

### **Minimum additional purchase payments**

\$50 for SIPs

\$100 for all other payment types

### **Maximum total purchase payments (without our approval)**

#### **• Current Contract:**

(applications signed on or after Nov. 30, 2009, subject to state availability)

#### **Maximum total purchase payments\* based on your age on the effective date of the payment:**

For the first year and total:

through age 85

\$1,000,000

age 86 or older

\$0

For each subsequent year: through age 85	\$100,000
age 86 or older	\$0

• **Original Contract:**

(applications signed prior to Nov. 30, 2009 or in states where the Current Contract was not available)

**Maximum total purchase payments\***

\$1,000,000

Additional purchase payment restrictions for contracts with the Guarantor Withdrawal Benefit rider, Guarantor Withdrawal Benefit for Life rider, or *SecureSource* riders.

Effective Jan. 26, 2009, after initial purchase payments are received, limited additional purchase payments allowed for contracts with the Guarantor Withdrawal Benefit rider, Guarantor Withdrawal Benefit for Life rider, or *SecureSource* riders, subject to state restrictions. Initial purchase payments are: 1) payments received with the application, and 2) Tax Free Exchanges, rollovers, and transfers listed on the annuity application, paper work initiated within 30 days from the application signed date and received within 180 days from the application signed date.

For contracts issued in all states except those listed below, the only additional purchase payments that will be allowed on/after Jan. 26, 2009 are the maximum annual contribution permitted by the Code for qualified annuities.

For contracts issued in Florida, New Jersey, and Oregon, additional purchase payments to your variable annuity contract with the Guarantor Withdrawal Benefit rider, Guarantor Withdrawal Benefit for Life rider, or *SecureSource* riders will be limited to \$100,000 for the life of your contract. The limit does not apply to initial purchase payments.

Additional purchase payment restrictions for the *SecureSource Stages 2* riders, *SecureSource Stages* riders and *SecureSource 20* riders

Effective Feb. 27, 2012, no additional purchase payments are allowed for contracts with *SecureSource Stages 2* riders, *SecureSource Stages* riders and *SecureSource 20* riders subject to certain exceptions listed below.

Certain exceptions apply and the following additional purchase payments will be allowed on or after Feb. 27, 2012:

- a. Current tax year contributions for TSAs and Custodial and investment only plans under Section 401(a) of the Code, up to the annual limit set by the IRS.
- b. Prior and current tax year contributions up to the annual limit set up by the IRS for any Qualified Accounts except TSAs and 401(a)s. This annual limit applies to IRAs, Roth IRAs and SEP plans.

We reserve the right to change these current rules any time, subject to state restrictions.

The riders also prohibit additional purchase payments while the rider is effective, if (1) you decline a rider fee increase, or (2) the Annual Lifetime Payment (ALP) is established and your contract value on an anniversary is less than four times the ALP. (For the purpose of this calculation only, the ALP is determined using percentage B, as described under "Optional Living Benefits — *SecureSource Stages 2* Riders, *SecureSource Stages* Riders and *SecureSource 20* Riders.")

Additional purchase payment restrictions for the Accumulation Protector Benefit rider

Additional purchase payments are prohibited during the waiting period after the first 180 days immediately following the effective date of the Accumulation Protector Benefit rider.

For the Current Contract, additional purchase payments are also allowed within 180 days from the last contract anniversary if you exercise the elective step up option.

Subject to state restrictions, we reserve the right to change the above purchase payment limitations, including making further restrictions, upon written notice.

\* These limits apply in total to all RiverSource Life annuities you own unless a higher maximum applies to your contract. We reserve the right to waive or increase the maximum limit. For qualified annuities, the Code's limits on annual contributions also apply. Additional purchase payments for inherited IRA contracts cannot be made unless the payment is IRA money inherited from the same decedent.



## How to Make Purchase Payments

### 1 By letter

Send your check along with your name and contract number to:

**RiverSource Life Insurance Company**  
**829 Ameriprise Financial Center**  
**Minneapolis, MN 55474**

### 2 By SIP

Contact your investment professional to complete the necessary SIP paperwork.

## Limitations on Use of Contract

If mandated by applicable law, including, but not limited to, federal anti-money laundering laws, we may be required to reject a purchase payment. We may also be required to block an owner's access to contract values or to satisfy other statutory obligations. Under these circumstances, we may refuse to implement requests for transfers, surrenders or death benefits until instructions are received from the appropriate governmental authority or a court of competent jurisdiction.

## Charges

### Contract Administrative Charge

We charge this fee for establishing and maintaining your records. We deduct \$40 from the contract value on your contract anniversary or, if earlier, when the contract is fully surrendered. We prorate this charge among the GPAs, the fixed account and the subaccounts in the same proportion your interest in each account bears to your total contract value. Some states also limit any contract charge that applies to the fixed account. For the Current Contract, we reserve the right to increase this charge after the first contract anniversary to a maximum of \$50.

We will waive this charge when your contract value is \$50,000 or more on the current contract anniversary. For the Current Contract, we reserve the right to charge up to \$20 after the first contract anniversary for contracts with contract value of \$50,000 or more.

If you take a full surrender from your contract, we will deduct the charge at the time of surrender regardless of the contract value. We cannot increase the annual contract administrative charge for the Original Contract. This charge does not apply to amounts applied to an annuity payment plan or to the death benefit (other than when deducted from the Full Surrender Value component of the death benefit for the Current Contract).

### Variable Account Administrative Charge

We apply this charge daily to the subaccounts. It is reflected in the unit values of your subaccounts and it totals 0.15% of their average daily net assets on an annual basis. It covers certain administrative and operating expenses of the subaccounts such as accounting, legal and data processing fees and expenses involved in the preparation and distribution of reports and prospectuses. We cannot increase the variable account administrative charge.

### Mortality and Expense Risk Fee

We charge these fees daily to the subaccounts. The unit values of your subaccounts reflect these fees. These fees cover the mortality and expense risk that we assume. These fees do not apply to the GPAs or the fixed account. We cannot increase these fees.

The mortality and expense risk fee you pay is determined by the death benefit guarantee in effect:

#### **Current Contract:**

(applications signed on or after Nov. 30, 2009, subject to state availability)

	<b>Mortality and expense risk fee</b>
CV Death Benefit*	1.30%
ROPP Death Benefit	1.30
MAV Death Benefit	1.55
5% Accumulation Death Benefit	1.70

**Mortality and expense risk fee**

Enhanced Death Benefit	1.75
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\* CV Death Benefit is available only after an ownership change or spousal continuation if any owner or spouse who continues the contract is over age 85 and therefore cannot qualify for the ROPP death benefit.

**Original Contract:**

(applications signed prior to Nov. 30, 2009 or in states where the Current Contract was not available)

**Mortality and expense risk fee**

ROP Death Benefit	1.30%
MAV Death Benefit	1.50
5% Accumulation Death Benefit	1.65
Enhanced Death Benefit	1.70

Mortality risk arises because of our guarantee to pay a death benefit and our guarantee to make annuity payouts according to the terms of the contract, no matter how long a specific owner or annuitant lives and no matter how long our entire group of owners or annuitants live. If, as a group, owners or annuitants outlive the life expectancy we assumed in our actuarial tables, then we must take money from our general assets to meet our obligations. If, as a group, owners or annuitants do not live as long as expected, we could profit from the mortality risk fee. We deduct the mortality risk fee from the subaccounts during the annuity payout period even if the annuity payout plan does not involve a life contingency.

Expense risk arises because we cannot increase the contract administrative charge for the Original Contract, we are limited on how much we can increase the contract administrative charge for the Current Contract, and we cannot increase the variable account administrative charge and these charges may not cover our expenses. We would have to make up any deficit from our general assets. We could profit from the expense risk fee if future expenses are less than expected.

The subaccounts pay us the mortality and expense risk fee they accrued as follows:

- first, to the extent possible, the subaccounts pay this fee from any dividends distributed from the funds in which they invest;
- then, if necessary, the funds redeem shares to cover any remaining fees payable.

We may use any profits we realize from the subaccounts' payment to us of the mortality and expense risk fee for any proper corporate purpose, including, among others, payment of distribution (selling) expenses. We do not expect that the surrender charge will cover sales and distribution expenses.

**Surrender Charge**

If you surrender all or part of your contract value before the annuitization start date, we may deduct a surrender charge. As described below, a surrender charge applies to each purchase payment you make. The surrender charge lasts for 7 years from the date of each purchase payment. (See "Expense Summary.")

You may surrender an amount during any contract year without a surrender charge. We call this amount the total free amount (FA for the Current Contract, TFA for the Original Contract). Throughout this prospectus when we use the acronym FA, it includes TFA. The FA varies depending on whether your contract includes one of the *SecureSource* series of riders, the Guarantor Withdrawal Benefit for Life rider or the Guarantor Withdrawal Benefit rider:

**Current Contract without *SecureSource* Stages rider**

The FA is the greater of:

- 10% of the contract value on the prior contract anniversary, less any prior surrenders taken in the current contract year; or
- current contract earnings.

During the first contract year, the FA is the greater of:

- 10% of all purchase payments applied prior to your surrender request, less any amounts surrendered prior to your surrender request that represent the FA; or
- current contract earnings.

**Original Contract without *SecureSource 20* rider, *SecureSource* rider, Guarantor Withdrawal Benefit for Life rider or Guarantor Withdrawal Benefit rider**

The FA is the greater of:

- 10% of the contract value on the prior contract anniversary<sup>(1)</sup>, less any prior surrenders taken in the current contract year; or
- current contract earnings.

**Current Contract with *SecureSource Stages* rider**

The FA is the greatest of:

- 10% of the contract value on the prior contract anniversary, less any prior surrenders taken in the current contract year;
- current contract earnings; or
- the Remaining Annual Lifetime Payment (this amount will be zero during the waiting period).

**During the first contract year, the FA is the greatest of:**

- 10% of all purchase payments applied prior to your surrender request, less any amounts surrendered prior to your surrender request that represent the FA; or
- current contract earnings.

**Original Contract with *SecureSource 20* rider, *SecureSource* rider or Guarantor Withdrawal Benefit for Life rider**

The FA is the greatest of:

- 10% of the contract value on the prior contract anniversary<sup>(1)</sup>, less any prior surrenders taken in the current contract year;
- current contract earnings; or
- the greater of the Remaining Benefit Payment or the Remaining Annual Lifetime Payment (for the *SecureSource 20* rider, Remaining Benefit Payment and the Remaining Annual Lifetime Payment are zero during the waiting period).

**Original Contract with Guarantor Withdrawal Benefit rider**

The FA is the greatest of:

- 10% of the contract value on the prior contract anniversary<sup>(1)</sup>, less any prior surrenders taken in the current contract year;
- current contract earnings; or
- the Remaining Benefit Payment.

<sup>(1)</sup> We consider your initial purchase payment to be the prior contract anniversary's contract value during the first contract year.

Amounts surrendered in excess of the FA may be subject to a surrender charge as described below.

A surrender charge will apply if the amount you surrender includes any of your prior purchase payments that are still within their surrender charge schedule. To determine whether your surrender includes any of your prior purchase payments that are still within their surrender charge schedule, we surrender amounts from your contract in the following order:

1. First, we surrender the FA. Contract earnings are surrendered first, followed by purchase payments. We do not assess a surrender charge on the FA. We surrender payments that are considered part of the FA on a first-in, first-out (FIFO) basis for the Current Contract, and last-in, first-out (LIFO) basis for the Original Contract.
2. Next, we surrender purchase payments received that are beyond the surrender charge period shown in your contract. We surrender these payments on a FIFO basis. We do not assess a surrender charge on these payments.
3. Finally, we surrender any additional purchase payments received that are still within the surrender charge period shown in your contract. We surrender these payments on a FIFO basis. We do assess a surrender charge on these payments.

The amount of purchase payments surrendered is calculated using a prorated formula based on the percentage of contract value being surrendered. As a result, the amount of purchase payments surrendered may be greater than the amount of contract value surrendered.

We determine your surrender charge by multiplying each of your payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage (see "Expense Summary"), and then adding the total surrender charges.

For a partial surrender, we will determine the amount of contract value that needs to be surrendered, which after any surrender charge and any positive or negative market value adjustment, will equal the amount you request.

**Example:** Each time you make a purchase payment under the contract, a surrender charge schedule attaches to that purchase payment. The surrender charge percentage for each purchase payment declines according to the surrender charge schedule shown in your contract. **(The surrender charge percentages for the 7-Year surrender charge schedule are shown in a table in the “Expense Summary”.)** For example, during the first two years after a purchase payment is made, the surrender charge percentage attached to that payment is 7%. The surrender charge percentage for that payment during the seventh year after it is made is 2%. At the beginning of the eighth year after that purchase payment is made, and thereafter, there is no longer a surrender charge as to that payment.

For an example, see Appendix B.

### **Waiver of surrender charges**

We do not assess surrender charges for:

- surrenders each year that represent the total free amount for that year;
- required minimum distributions from a qualified annuity to the extent that they exceed the free amount. The amount on which surrender charges are waived can be no greater than the RMD amount calculated under your specific contract currently in force. (Please note that, if you are buying a new contract with inherited IRA money, we will not waive surrender charges for a five-year distribution and, therefore, if that option is selected, you should choose a surrender charge period that is no longer than the time remaining in the five-year period.);
- amounts applied to an annuity payment plan (**Exception:** As described below, if you select annuity payout Plan E, and choose later to surrender the value of your remaining annuity payments, we will assess a surrender charge. )
- surrenders made as a result of one of the “Contingent events” described below to the extent permitted by state law (see your contract for additional conditions and restrictions). For the Current Contract, waiver of surrender charges for Contingent events will not apply to Tax Free Exchanges, rollovers and transfers to another annuity contract;
- amounts we refunded to you during the free look period; and
- death benefits.

### **Current Contract:**

#### **Contingent events**

- Surrenders you make if you are confined to a hospital or nursing home and have been for the prior 60 days or confinement began within 30 days following a 60 day confinement period. Such confinement must begin after the contract issue date. Your contract will include this provision when you are under age 76 at contract issue. You must provide us with a letter containing proof satisfactory to us of the confinement as of the date you request the surrender. We must receive your surrender request no later than 91 days after your release from the hospital or nursing home. The amount surrendered must be paid directly to you.
- Surrenders you make if you are disabled with a medical condition and are diagnosed in the second or later contract years with reasonable medical certainty, that the disability will result in death within 12 months or less from the date of the diagnosis. You must provide us with a licensed physician’s statement containing the terminal illness diagnosis, the expected date of death and the date the terminal illness was initially diagnosed. The amount surrendered must be paid directly to you.

### **Original Contract:**

#### **Contingent events**

- Surrenders you make if you or the annuitant are confined to a hospital or nursing home and have been for the prior 60 days. Your contract will include this provision when you and the annuitant are under age 76 at contract issue. You must provide proof satisfactory to us of the confinement as of the date you request the surrender.
- Surrenders you make if you or the annuitant are diagnosed in the second or later contract years as disabled with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis. You must provide us with a licensed physician’s statement containing the terminal illness diagnosis and the date the terminal illness was initially diagnosed.

### **Both Contracts:**

**Liquidation charge under Annuity Payout Plan E — Payouts for a specified period:** If you are receiving variable annuity payments under this annuity payout plan, you can choose to surrender those payments. The amount that you can surrender is the present value of any remaining variable payouts. The discount rate we use in the calculation will be 5.17% if the assumed investment return is 3.5% and 6.67% if the assumed investment return is 5%. The liquidation charge equals the present value of the remaining payouts using the assumed investment return minus the present value of the remaining payouts using the discount rate.

**Fixed Payouts: Surrender charge for Fixed Annuity Payout Plan E – Payouts for a specified period:** If you are receiving annuity payments under this annuity payout plan, you can choose to take a surrender and surrender charge may apply.

A surrender charge will be assessed against the present value of any remaining guaranteed payouts surrendered. The discount rate we use in determining present values varies based on: (1) the contract value originally applied to the fixed annuitization; (2) the remaining years of guaranteed payouts; (3) the annual effective interest rate and periodic payment amount for new immediate annuities of the same duration as the remaining years of guaranteed payouts; and (4) the interest spread (currently 1.50%). If we do not currently offer immediate annuities, we will use rates and values applicable to new annuitizations to determine the discount rate.

Once the discount rate is applied and we have determined the present value of the remaining guaranteed payouts you surrendered, the present value determined will be multiplied by the surrender charge percentage in the table below and deducted from the present value to determine the net present value you will receive.

Number of Completed Years Since Annuitization	Surrender charge percentage
0	Not applicable*
1	5%
2	4
3	3
4	2
5	1
6 and thereafter	0

\*We do not permit surrenders in the first year after annuitization.

We will provide a quoted present value (which includes the deduction of any surrender charge). You must then formally elect, in a form acceptable to us, to receive this value. The remaining guaranteed payouts following surrender will be reduced to zero.

**Possible group reductions:** In some cases we may incur lower sales and administrative expenses due to the size of the group, the average contribution and the use of group enrollment procedures. In such cases, we may be able to reduce or eliminate the contract administrative and surrender charges. However, we expect this to occur infrequently.

## Optional Living Benefits Charges

### Accumulation Protector Benefit Rider Fee

We deduct an annual charge from your contract value on your contract anniversary for this optional benefit only if you select it. The charge is percentage of the greater of your contract value or the minimum contract accumulation value. See tables below for the applicable percentage. For contract applications signed on or after May 3, 2010, we prorate this charge among all accounts and the subaccounts in the same proportion as your interest in each bears to your total contract value. For contract applications signed prior to June 1, 2009, the charge will be prorated among the GPAs, the one-year fixed account and the subaccounts. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the Accumulation Protector Benefit rider, you may not cancel it and the charge will continue to be deducted until the end of the waiting period. If the contract or rider is terminated for any reason, we will deduct the charge, adjusted for the number of calendar days coverage was in place since we last deducted the charge.

The Accumulation Protector Benefit rider charge will not exceed a maximum of 1.75%.

We may change the rider fee at our discretion and on a nondiscriminatory basis.

We will not change the Accumulation Protector Benefit rider fee in effect on your contract after the rider effective date unless:

- (a) you choose the annual elective step-up or elective spousal continuation step-up after we have exercised our rights to increase the rider fee; or
- (b) you change your PN program investment option after we have exercised our rights to increase the rider fee or vary the rider fee for each PN program investment option.

We exercised our right to increase the rider fee upon elective step-up or elective spousal continuation step-up and vary the fee depending on whether your contract value is invested in one of the Portfolio Navigator or Portfolio Stabilizer funds at the time of the elective step-up or spousal continuation step-up. You will pay the fee that is in effect on the valuation date we receive your written request to step-up. Currently, we waive our right to increase the fee for investment option changes. There is no assurance that we will not exercise our right in the future.

If you request an elective step-up or the elective spousal continuation step-up, the fee that will apply to your rider will correspond to the fund in which you are invested at that time, as shown in the table below.

**Current Contract:**

For applications signed	Maximum annual rider fee	Initial annual rider fee and current annual rider fee for elective step-ups before 10/20/12	If invested in Portfolio Navigator fund at the time of step-up:			If invested in Portfolio Stabilizer fund at the time of step-up:		
			Current annual rider fee for elective step-ups on or after 10/20/12, but before 10/18/14	Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16	Current annual rider fee for elective step-ups on or after 07/01/16	Current annual rider fee for elective step-ups on or after 11/18/13, but before 10/18/14	Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16	Current annual rider fee for elective step-ups on or after 07/01/16
May 3, 2010 – July 18, 2010	1.75%	0.95%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%
July 19, 2010 – Oct. 3, 2010	1.75%	1.10%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%
Oct. 4, 2010 – Dec. 31, 2010	1.75%	1.50%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%

**Original Contract:**

For applications signed	Maximum annual rider fee	Initial annual rider fee and current annual rider fee for elective step-ups before 4/29/13	If invested in Portfolio Navigator fund at the time of step-up:			If invested in Portfolio Stabilizer fund at the time of step-up:		
			Current annual rider fee for elective step-ups on or after 4/29/13, but before 10/18/14	Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16	Current annual rider fee for elective step-ups on or after 07/01/16	Current annual rider fee for elective step-ups on or after 11/18/13, but before 10/18/14	Current annual rider fee for elective step-ups on or after 10/18/14, but before 07/01/16	Current annual rider fee for elective step-ups on or after 07/01/16
prior to Jan. 26, 2009	1.75%	0.55%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%
Jan. 26, 2009 – May 31, 2009	1.75%	0.80%	1.75%	1.60%	1.75%	1.30%	1.00%	1.30%

If your annual rider fee changes during the contract year, on the next contract anniversary we will calculate an average rider fee that reflects the various different fees that were in effect that year, adjusted for the number of calendar days each fee was in effect.

Subject to the terms of your contract, we reserve the right to further increase the rider fees to the maximum limit provided by your rider and to vary the rider fees based on the fund you select.

The automatic step-up option available under your rider will not impact your rider fee.

Please see the “Optional Living Benefits — Accumulation Protector Benefit Rider” section for a full description and rules applicable to elective and automatic step-up options under your rider.

The charge does not apply after the annuitization start date.

***SecureSource Stages 2 Rider Charge***

We deduct an annual charge for this optional feature only if you select it. The current annual charges are:

- *SecureSource Stages 2* — Single Life rider, 0.95%
- *SecureSource Stages 2* — Joint Life rider, 1.15%

The charge is based on the greater of the benefit base (BB) or the anniversary contract value, but not more than the maximum BB of \$10,000,000.

We deduct the charge from your contract value on your contract anniversary. We prorate this charge among all accounts and subaccounts in the same proportion as your interest in each bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the *SecureSource Stages 2* rider, you may not cancel it (except as described below), and the charge will continue to be deducted until the contract or rider is terminated or until the contract value reduces to zero. If the contract or rider is terminated for any reason, we will deduct the charge, adjusted for the number of calendar days coverage was in place since we last deducted the charge.

Currently the *SecureSource Stages 2* rider fee does not vary with the PN program investment option selected; however, we reserve the right to vary the rider fee for each investment option. The *SecureSource Stages 2* — Single Life rider fee will not exceed a maximum of 1.75%. The *SecureSource Stages 2* — Joint Life rider fee will not exceed a maximum of 2.25%.

The following describes how your annual rider fee may increase:

1. We may increase the annual rider fee at our discretion and on a nondiscriminatory basis. Your annual rider fee will increase if we declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date we declare in the written notice.
  - (A) You can decline this increase and therefore all future fee increases if we receive your written request prior to the date of the fee increase, in which case you permanently relinquish:
    - (i) all future annual step-ups, and for the Joint Life rider, spousal continuation step-ups,
    - (ii) any ability to make additional purchase payments,
    - (iii) any future rider credits, and the credit base (CB) will be permanently reset to zero,
    - (iv) any increase to the lifetime payment percentage due to changing age bands on subsequent birthdays and rider anniversaries, and
    - (v) the ability to change your investment option to one that is more aggressive than your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.
  - (B) You can terminate this rider if your annual rider fee after any increase is more than 0.25 percentage points higher than your fee before the increase and if we receive your written request to terminate the rider prior to the date of the fee increase.
2. Your annual rider fee may increase if you elect to change to a more aggressive investment option than your current investment option and if the new investment option has a higher current annual rider fee. The annual rider fees associated with the available investment option may change at our discretion, however these changes will not apply to this rider unless you change your current investment option to a more aggressive one. The new fee will be in effect on the valuation date we receive your written request to change your investment option. You cannot decline this type of fee increase. To avoid it, you must stay in the same investment option or move to a less aggressive one. Also, this type of fee increase does not allow you to terminate the rider.

If your rider fee increases, on the next contract anniversary, we will calculate an average rider fee, for the preceding contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The fee does not apply after the annuitization start date.

## SecureSource Rider Fee

We deduct a charge based on the greater of the contract anniversary value or the total Remaining Benefit Amount (RBA) for this optional feature only if you select it as follows:

Application signed date	Maximum annual rider fee	Initial annual rider fee
5/1/2007 – 5/31/2008, Single Life	1.50%	0.65%
5/1/2007 – 5/31/2008, Joint Life	1.75%	0.85%
6/1/2008 – 1/25/2009, Single Life	1.50%	0.75%
6/1/2008 – 1/25/2009, Joint Life	1.75%	0.95%
1/26/2009 and later, Single Life	2.00%	1.10%
1/26/2009 and later, Joint Life	2.50%	1.40%

We deduct the charge from your contract value on your contract anniversary. We prorate this charge among the GPAs, the fixed account and the subaccounts in the same proportion as your interest in each bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect a *SecureSource* rider, you may not cancel it and the charge will continue to be deducted until the contract or rider is terminated, or the contract value reduces to zero. If the contract or rider is terminated for any reason, we will deduct the charge from the proceeds payable adjusted for the number of calendar days coverage was in place since we last deducted the charge. If the RBA reduces to zero but the contract value has not been depleted, you will continue to be charged.

We may increase the rider fee at our discretion and on a nondiscriminatory basis. However, the rider fee will not exceed the maximum fees as shown in the table above.

We will not change the *SecureSource* rider fee in effect on your contract after the rider effective date unless:

- (a) you choose the annual elective step up or the elective spousal continuation step up after we have exercised our rights to increase the rider fee; or
- (b) you elect to change your PN program investment option after we have exercised our rights to increase the rider fee or vary the rider fee for each PN program investment option.

Effective Dec. 18, 2013, we exercised our right to increase the rider fee and vary the fee depending on the fund to which your contract value is invested. Beginning Dec. 18, 2013, if you:

- request an elective step up or the elective spousal continuation step up, or
- move to a Portfolio Navigator fund that is more aggressive than the Portfolio Navigator fund you are currently allocated to,

the fee that will apply to your rider will correspond to the fund in which you are currently invested as shown in the table below.

If you move to a Portfolio Navigator fund that is less aggressive than the Portfolio Navigator fund you are currently allocated to, your fee will not increase and may decrease according to the table below.

Application signed date	Portfolio Navigator funds					
	All Portfolio Stabilizer funds	Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)
5/1/2007 – 5/31/2008, Single Life	0.65%	0.75%	0.75%	0.75%	0.90%	1.00%
5/1/2007 – 5/31/2008, Joint Life	0.85%	0.95%	0.95%	0.95%	1.10%	1.20%
6/1/2008 – 1/25/2009, Single Life	0.75%	0.85%	0.85%	0.85%	1.00%	1.10%
6/1/2008 – 1/25/2009, Joint Life	0.95%	1.05%	1.05%	1.05%	1.20%	1.30%
1/26/2009 and later, Single Life	1.10%	1.10%	1.10%	1.10%	1.20%	1.30%
1/26/2009 and later, Joint Life	1.40%	1.40%	1.40%	1.40%	1.50%	1.60%

On your next contract anniversary, if your contract value is allocated to a fund subject to a fee increase, you will have 30 days following the anniversary to choose from the following:

1. Remain invested in your current Portfolio Navigator fund and elect to step up (when available) and lock in your contract gains. If you make this decision, your rider fee will increase.
2. Move to one of the Portfolio Stabilizer funds. If you do this, your rider fee will not increase, but remember that you will lose your access to invest in the Portfolio Navigator funds.
3. Do not elect a step up. You will not lock in contract gains, but your rider fee will stay the same.

During the 30 days following your contract anniversary, if your contract value is allocated to a fund subject to a fee increase, we will automatically process any available step up and lock in any contract gains, as well as reactivate automatic step ups, when contract value is transferred:

1. to a Portfolio Stabilizer fund;
2. to a less aggressive Portfolio Navigator fund that is not subject to a fee increase, if applicable; or
3. to a more aggressive Portfolio Navigator fund.

The step up and lock in of any contract gains will occur as of the date of the transfer described above.

Rider fees may increase or decrease as you move to various funds. Your fee will increase if you transfer your contract value to a more aggressive Portfolio Navigator fund with a higher fee. If you transfer to a less aggressive Portfolio Navigator fund or transfer to a Portfolio Stabilizer fund, your fee may decrease. Certain rider fees may not change depending on the fund in which your contract value is allocated.

We will notify you in writing about your opportunity to elect to step up (if eligible) and incur the higher rider fee or maintain your guaranteed amount at its current level and keep your rider fee the same. If you are subject to a fee increase, you will receive a letter from us approximately 30 days before your next annuity contract anniversary. This letter will describe the potential opportunity to elect a step up to increase your guaranteed income and how to make the election (if eligible). You will have a 30 day period beginning on your next contract anniversary to choose whether to step up and accept the fee increase. The Step up and new fee will be effective on the date we receive your request for the step up (Step up date).



For purposes of determining the duration of the “30 day window” following your contract anniversary to elect to step up or to transfer funds to lock in any available contract gains, the following will apply:

1. the duration of your window is determined on a calendar day basis;
2. under our current administrative process we will accept your request on the 31st calendar day if we receive it prior to the close of the NYSE; and
3. if your window ends on a day the NYSE is closed, we must receive your request no later than the close of the NYSE on the preceding Valuation Date.

Each year, we will continue to provide you written notice of your options with respect to elective step ups and the fee increase until you are no longer subject to a fee increase. Once you have taken action that results in a higher fee, you will become eligible for automatic step ups under the rider.

**Before you elect a step up resulting in an increased rider fee, you should carefully consider the benefit of the contract value gains you are locking-in and the increased rider fee compared to your other options including whether it is appropriate to consider moving to a fund with a lower corresponding rider fee.**

Subject to the terms of your contract, we reserve the right to further increase the rider fee up to the maximum limit provided by your rider. Currently, the rider fee does not vary among the Portfolio Stabilizer funds, but we reserve the right to vary the fees among the Portfolio Stabilizer funds in the future.

If you choose the elective step up, the elective spousal continuation step up, or change your investment option after we have exercised our rights to increase the rider fee as described above, you will pay the fee that is in effect on the valuation date we receive your written request to step up or change your investment option. On the next contract anniversary, we will calculate an average rider fee, for the preceding contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The charge does not apply after the annuitization start date.

For an example of how your fee will vary upon elective step up or spousal continuation step up, please see Appendix M.

### *SecureSource Stages Rider Fee*

We deduct a charge for this optional feature only if you select it as follows:

- *SecureSource Stages* – Single Life rider, 1.10%
- *SecureSource Stages* – Joint Life rider, 1.35%

The fee is based on the greater of the benefit base (BB) or the anniversary contract value, but not more than the maximum BB of \$10,000,000.

We deduct the charge from your contract value on your contract anniversary. We prorate this charge among all accounts and subaccounts in the same proportion as your interest in each bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the *SecureSource Stages* rider, you may not cancel it (except as described below), and the charge will continue to be deducted until the contract or rider is terminated, or the contract value reduces to zero. If the contract or rider is terminated for any reason, we will deduct the charge adjusted for the number of calendar days coverage was in place since we last deducted the charge.

Currently the *SecureSource Stages* rider fee does not vary with the PN program investment option selected; however, we reserve the right to vary the rider fee for each PN program investment option. The *SecureSource Stages* – Single Life rider fee will not exceed a maximum of 2.00%. The *SecureSource Stages* – Joint Life rider fee will not exceed a maximum of 2.50%.

The following describes how your annual rider fee may increase:

1. We may increase the annual rider fee at our discretion and on a nondiscriminatory basis. Your annual rider fee will increase if we declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date we declare in the written notice.

- (A) You can decline this increase and therefore all future fee increases if we receive your written request prior to the date of the fee increase, in which case you permanently relinquish:
- (i) all future annual step-ups, and for the Joint Life rider, spousal continuation step-ups, any ability to make additional purchase payments,
  - (ii) any future rider credits, and the credit base (CB) will be permanently reset to zero,
  - (iii) any increase to the lifetime payment percentage due to changing age bands on subsequent birthdays and rider anniversaries, and
  - (iv) the ability to change your PN program investment option to one that is more aggressive than your current investment option. Any change to a less aggressive PN program investment option will further limit the PN program investment options available to the then current and less aggressive PN program investment options.
- (B) You can terminate this rider if your annual rider fee after any increase is more than 0.25 percentage points higher than your fee before the increase and if we receive your written request to terminate the rider prior to the date of the fee increase.
2. Your annual rider fee may increase if you elect to change to a more aggressive PN program investment option than your current PN program investment option and if the new PN program investment option has a higher current annual rider fee. The annual rider fees associated with the available PN program investment options may change at our discretion, however these changes will not apply to this rider unless you change your current PN program investment option to a more aggressive one. The new fee will be in effect on the valuation date we receive your written request to change your PN program investment option. You cannot decline this type of fee increase. To avoid it, you must stay in the same PN program investment option or move to a less aggressive model. Also, this type of fee increase does not allow you to terminate the rider.

If your annual rider fee increases, on the next contract anniversary, we will calculate an average rider fee, for the preceding contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The charge does not apply after the annuitization start date.

### *SecureSource 20* Rider Fee

We deduct a charge based on the greater of the contract anniversary value or the total Remaining Benefit Amount (RBA) for this optional feature only if you select it as follows:

- *SecureSource 20* – Single Life rider, 1.25%;
- *SecureSource 20* – Joint Life rider, 1.55%.

We deduct the charge from your contract value on your contract anniversary. We prorate this charge among all accounts and subaccounts in the same proportion as your interest in each bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the *SecureSource 20* rider, you may not cancel it (except as described below), and the charge will continue to be deducted until the contract or rider is terminated, or the contract value reduces to zero. If the contract or rider is terminated for any reason, we will deduct the charge from the proceeds payable adjusted for the number of calendar days coverage was in place since we last deducted the fee. If the RBA reduces to zero but the contract value has not been depleted, you will continue to be charged.

Currently the *SecureSource 20* rider fee does not vary with the PN program investment option selected; however, we reserve the right to vary the rider fee for each PN program investment option. The *SecureSource 20* – Single Life rider fee will not exceed a maximum charge of 2.00%. The *SecureSource 20* – Joint Life rider fee will not exceed a maximum charge of 2.50%.

The following describes how your annual rider fee may increase:

1. We may increase the annual rider fee at our discretion and on a nondiscriminatory basis. Your annual rider fee will increase if we declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date we declare in the written notice.

- (A) You can decline this increase and therefore all future fee increases if we receive your written request prior to the date of the fee increase, in which case you permanently relinquish:
- (i) all future annual step-ups, and for the Joint Life rider, spousal continuation step-ups,
  - (ii) any ability to make additional purchase payments,
  - (iii) any pending increase to the ALP due to the 20% credit on the later of the third rider anniversary or the date the ALP is established, and
  - (iv) the ability to change your PN program investment option to one that is more aggressive than your current one. Any change to a less aggressive PN program investment option will further limit the PN program investment options available to the then current and less aggressive PN program model portfolios or investment options.
- (B) You can terminate this rider if your annual rider fee increase after any increase is more than 0.25 percentage points higher than your fee before the increase and if we receive your written request to terminate the rider prior to the date of the fee increase.
2. Your annual rider fee may increase if you elect to change to a more aggressive PN program investment option than your current PN program investment options and if the new PN program investment option has a higher current annual rider fee. The annual rider fees associated with the available PN program model portfolios or investment options may change at our discretion, however these changes will not apply to this rider unless you change your current PN program investment option to a more aggressive one. The new fee will be in effect on the valuation date we receive your written request to change your PN program investment option. You cannot decline this type of fee increase. To avoid it, you must stay in the same PN program investment option or move to a less aggressive PN program investment option. Also, this type of fee increase does not allow you to terminate the rider.

If your annual rider fee increases, on the next contract anniversary, we will calculate an average rider fee, for the preceding contract year only, that reflects the various different fees that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The charge does not apply after the annuitization start date.

### Guarantor Withdrawal Benefit for Life Rider Fee<sup>(1)</sup>

We deduct an annual charge based on the greater of the contract anniversary value or the total Remaining Benefit Amount (RBA) for this optional feature only if you select it. The initial fee is 0.65%. We deduct the charge from your contract value on your contract anniversary. We prorate this charge among the GPAs, the one-year fixed account and the subaccounts in the same proportion as your interest in each bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the Guarantor Withdrawal Benefit for Life rider, you may not cancel it and the charge will continue to be deducted until the contract is terminated, the contract value reduces to zero. If the contract is terminated for any reason or on the annuitization start date, we will deduct the charge from the proceeds payable adjusted for the number of calendar days coverage was in place since we last deducted the fee. If the RBA goes to zero but the contract value has not been depleted, you will continue to be charged.

The Guarantor Withdrawal Benefit for Life rider charge will not exceed a maximum fee of 1.50%.

We may increase the rider fee at our discretion and on a nondiscriminatory basis.

We will not change the Guarantor Withdrawal Benefit for Life rider fee in effect on your contract after the rider effective date unless:

- (a) you choose the annual elective step up or the elective spousal continuation step up after we have exercised our rights to increase the rider fee; or
- (b) you elect to change your PN program investment option after we have exercised our rights to increase the rider fee or vary the rider fee for each PN program investment option.

Effective Dec. 18, 2013, we exercised our right to increase the rider fee and vary the fee depending on the fund to which your contract value is invested. Beginning Dec. 18, 2013, if you:

- request an elective step up or the elective spousal continuation step up, or
- move to a Portfolio Navigator fund that is more aggressive than the Portfolio Navigator fund you are currently allocated to,

the fee that will apply to your rider will correspond to the fund in which you are currently invested as shown in the table below.

<sup>(1)</sup> See disclosure in Appendix I.

If you move to a Portfolio Navigator fund that is less aggressive than the Portfolio Navigator fund you are currently allocated to, your fee will not increase and may decrease according to the table below.

Fund name	Maximum annual rider fee	Current annual rider fee as of 12/18/13
<b>Portfolio Stabilizer funds</b>	1.50%	0.65%
<b>Portfolio Navigator funds:</b>		
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	1.50%	0.80%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	1.50%	0.80%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	1.50%	0.80%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	1.50%	0.95%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	1.50%	1.10%

On your next contract anniversary, if your contract value is allocated to a fund subject to a fee increase, you will have 30 days following the anniversary to choose from the following:

1. Remain invested in your current Portfolio Navigator fund and elect to step up (when available) and lock in your contract gains. If you make this decision, your rider fee will increase.
2. Move to one of the Portfolio Stabilizer funds. If you do this, your rider fee will not increase, but remember that you will lose your access to invest in the Portfolio Navigator funds.
3. Do not elect a step up, if eligible. You will not lock in contract gains, but your rider fee will stay the same.

During the 30 days following your contract anniversary, if your contract value is allocated to a fund subject to a fee increase, we will automatically process any available step up and lock in any contract gains, as well as reactivate automatic step ups, when contract value is transferred:

1. to a Portfolio Stabilizer fund;
2. to a less aggressive Portfolio Navigator fund that is not subject to a fee increase, if applicable; or
3. to a more aggressive Portfolio Navigator fund.

The step up and lock in of any contract gains will occur as of the date of the transfer described above.

Rider fees may increase or decrease as you move to various funds. Your fee will increase if you transfer your contract value to a more aggressive Portfolio Navigator fund with a higher fee. If you transfer to a less aggressive Portfolio Navigator fund or transfer to a Portfolio Stabilizer fund, your fee may decrease. Certain rider fees may not change depending on the fund in which your contract value is allocated.

We will notify you in writing about your opportunity to elect to step up (if eligible) and incur the higher rider fee or maintain your guaranteed amount at its current level and keep your rider fee the same. If you are subject to a fee increase, you will receive a letter from us approximately 30 days before your next annuity contract anniversary. This letter will describe the potential opportunity to elect a step up to increase your guaranteed income and how to make the election if eligible. You will have a 30 day period beginning on your next contract anniversary to choose whether to step up and accept the fee increase. The step up and new fee will be effective on the date we receive your request for the step up (Step up date).

For purposes of determining the duration of the “30 day window” following your contract anniversary to elect to step up or to transfer funds to lock in any available contract gains, the following will apply:

1. the duration of your window is determined on a calendar day basis;
2. under our current administrative process we will accept your request on the 31st calendar day if we receive it prior to the close of the NYSE; and
3. if your window ends on a day the NYSE is closed, we must receive your request no later than the close of the NYSE on the preceding Valuation Date.

Each year, we will continue to provide you written notice of your options with respect to elective step ups and the fee increase until you are no longer subject to a fee increase. Once you have taken action that results in a higher fee, you will become eligible for automatic step ups under the rider.

**Before you elect a step up resulting in an increased rider fee, you should carefully consider the benefit of the contract value gains you are locking-in and the increased rider fee compared to your other options including whether it is appropriate to consider moving to a fund with a lower corresponding rider fee.**

Subject to the terms of your contract, we reserve the right to further increase the rider fee up to the maximum limit provided by your rider. Currently, the rider fee does not vary among the Portfolio Stabilizer funds, but we reserve the right to vary the fees among the Portfolio Stabilizer funds in the future.

If you choose the elective step up, the elective spousal continuation step up, or change your investment option after we have exercised our rights to increase the rider fee as described above, you will pay the fee that is in effect on the valuation date we receive your written request to step up or change your investment option. On the next contract anniversary, we will calculate an average fee, for the preceding contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The charge does not apply after the annuitization start date.

For an example of how your fee will vary upon elective step up or spousal continuation step up, please see Appendix P.

## Guarantor Withdrawal Benefit Rider Fee<sup>(1)</sup>

**This fee information applies to both Rider A and Rider B unless otherwise noted.**

We deduct an annual charge based on contract value for this optional feature only if you select it. The initial fee is 0.55%. We deduct the charge from your contract value on your contract anniversary. We prorate this charge among the GPAs, the one-year fixed account and the subaccounts in the same proportion as your interest in each bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

Once you elect the Guarantor Withdrawal Benefit rider, you may not cancel it and the charge will continue to be deducted until the contract is terminated, the contract value reduces to zero. If the contract is terminated for any reason or on the annuitization start date, we will deduct the charge from the proceeds payable adjusted for the number of calendar days coverage was in place since we last deducted the fee. If the Remaining Benefit Amount (RBA) goes to zero but the contract value has not been depleted, you will continue to be charged.

The Guarantor Withdrawal Benefit rider fee will not exceed a maximum charge of 1.50%.

We may increase the rider fee at our discretion and on a nondiscriminatory basis.

We will not change the Guarantor Withdrawal Benefit rider fee in effect on your contract after the rider effective date unless:

- (a) you choose the annual elective step up or elective spousal continuation step up after we have exercised our rights to increase the rider fee; or
- (b) you elect to change your PN program investment option after we have exercised our rights to increase the rider fee or vary the rider fee for each PN program investment option.

Effective Dec. 18, 2013, we exercised our right to increase the rider fee and vary the fee depending on the fund to which your contract value is invested.

Beginning Dec. 18, 2013, if you:

- request an elective step up or the elective spousal continuation step up, or
- move to a Portfolio Navigator fund that is more aggressive than the Portfolio Navigator fund you are currently allocated to,

the fee that will apply to your rider will correspond to the fund in which you are currently invested as shown in the table below.

If you move to a Portfolio Navigator fund that is less aggressive than the Portfolio Navigator fund you are currently allocated to, your fee will not increase and may decrease according to the table below.

Fund name	Maximum annual rider fee	Current annual rider fee as of 12/18/13
<b>Portfolio Stabilizer funds</b>	1.50%	0.55%
<b>Portfolio Navigator funds:</b>		
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	1.50%	0.70%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	1.50%	0.70%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	1.50%	0.70%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	1.50%	0.85%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	1.50%	1.00%

On your next contract anniversary after, if your contract value is allocated to a fund subject to a fee increase, you will have 30 days following the anniversary to choose from the following:

1. Remain invested in your current Portfolio Navigator fund and elect to step up (when available) and lock in your contract gains. If you make this decision, your rider fee will increase.

<sup>(1)</sup> See disclosure in Appendix J.

2. Move to one of the Portfolio Stabilizer funds. If you do this, your rider fee will not increase, but remember that you will lose your access to invest in the Portfolio Navigator funds.
3. Do not elect a step up, if eligible. You will not lock in contract gains, but your rider fee will stay the same.

For the enhanced rider, if during the 30 days following your contract anniversary, your contract value is allocated to a fund subject to a fee increase, we will automatically process any available step up and lock in any contract gains, as well as reactivate automatic step ups, when contract value is transferred:

1. to a Portfolio Stabilizer fund;
2. to a less aggressive Portfolio Navigator fund that is not subject to a fee increase, if applicable; or
3. to a more aggressive Portfolio Navigator fund.

For original riders, you must always elect to step up your rider values. The step up and lock in of any contract gains will occur as of the date of the transfer described above.

Rider fees may increase or decrease as you move to various funds. Your fee will increase if you transfer your contract value to a more aggressive Portfolio Navigator fund with a higher fee. If you transfer to a less aggressive Portfolio Navigator fund or transfer to a Portfolio Stabilizer fund, your fee may decrease. Certain rider fees may not change depending on the fund in which your contract value is allocated.

We will notify you in writing about your opportunity to elect to step up (if eligible) and incur the higher rider fee or maintain your guaranteed amount at its current level and keep your rider fee the same. For original riders or enhanced riders subject to a fee increase, you will receive a letter from us approximately 30 days before your next annuity contract anniversary. This letter will describe the potential opportunity to elect a step up to increase your guaranteed income and how to make the election if eligible. You will have a 30 day period beginning on your next contract anniversary to choose whether to step up and accept the fee increase. For enhanced riders and original riders with an application signed date on or after 4/29/2005, if approved in your state, the step up and new fee will be effective on the date we receive your request for the step up (Step up date). For original riders with an application signed date before 4/29/2005, the step up will be effective as of your contract anniversary and the fee for your rider will be the fee that was in effect for your current fund on the anniversary.

For purposes of determining the duration of the “30 day window” following your contract anniversary to elect to step up or to transfer funds to lock in any available contract gains, the following will apply:

1. the duration of your window is determined on a calendar day basis;
2. under our current administrative process we will accept your request on the 31st calendar day if we receive it prior to the close of the NYSE; and
3. if your window ends on a day the NYSE is closed, we must receive your request no later than the close of the NYSE on the preceding Valuation Date.

Under the enhanced rider, each year, we will continue to provide you written notice of your options with respect to elective step ups and the fee increase until you are no longer subject to a fee increase. Once you have taken action that results in a higher fee, you will become eligible for automatic step ups under the rider.

**Before you elect a step up resulting in an increased rider fee, you should carefully consider the benefit of the contract value gains you are locking-in and the increased rider fee compared to your other options including whether it is appropriate to consider moving to a fund with a lower corresponding rider fee.**

Subject to the terms of your contract, we reserve the right to further increase the rider fee up to the maximum limit provided by your rider. Currently, the rider fee does not vary among the Portfolio Stabilizer funds, but we reserve the right to vary the fees among the Portfolio Stabilizer funds in the future.

If you choose the annual or spousal continuation elective step up or change your investment option after we have exercised our rights to increase the rider fee as described above, you will pay the fee that is in effect on the effective date of your step up or investment option change. On the next contract anniversary, we will calculate an average rider fee, for the preceding contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The charge does not apply after the annuitization start date.

For an example of how your fee will vary upon elective step up or spousal continuation step up, please see Appendix P.

## Income Assurer Benefit Rider Fee

We deduct a charge for this optional feature only if you selected it. We determine the charge by multiplying the guaranteed income benefit base by the charge for the Income Assurer Benefit rider you select. There are three Income Assurer Benefit rider options available under your contract (see “Optional Benefits — Income Assurer Benefit Riders”)

and each has a different guaranteed income benefit base calculation. The charge for each Income Assurer Benefit rider is as follows:

	<b>Maximum</b>	<b>Current</b>
Income Assurer Benefit – MAV	1.50%	0.30% <sup>(1)</sup>
Income Assurer Benefit – 5% Accumulation Benefit Base	1.75	0.60 <sup>(1)</sup>
Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base	2.00	0.65 <sup>(1)</sup>

<sup>(1)</sup> For applications signed prior to Oct. 7, 2004, the following current annual rider charges apply: Income Assurer Benefit – MAV — 0.55%, Income Assurer Benefit — 5% Accumulation Benefit Base — 0.70%; and Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base — 0.75%.

We deduct the charge from the contract value on your contract anniversary. We prorate this charge among the GPAs, the one-year fixed account and the subaccounts in the same proportion your interest in each account bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary. If the contract is terminated for any reason or on the annuitization start date, we will deduct the fee from the proceeds payable adjusted for the number of calendar days coverage was in place since we last deducted the fee.

Currently the Income Assurer Benefit rider fee does not vary with the PN program investment option selected; however, we reserve the right to increase this fee and/or vary the rider fee for each PN program investment option but not to exceed the maximum charges shown above. We cannot change the Income Assurer Benefit charge after the rider effective date, unless you change your PN program investment option after we have exercised our rights to increase the fee and/or charge a separate fee for each PN program investment option. If you choose to change your PN program investment option after we have exercised our rights to increase the rider fee, you will pay the fee that is in effect on the valuation date we receive your written request to change your PN program investment option. On the next contract anniversary, we will calculate an average rider fee, for the preceding contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each fee was in effect.

For an example of how each Income Assurer Benefit rider fee is calculated, see Appendix K.

## Optional Death Benefit Charges

### Benefit Protector Death Benefit Rider Fee

We deduct a charge for the optional feature only if you select it. If selected, we deduct 0.25% of your contract value on your contract anniversary. We prorate this charge among all accounts and subaccounts in the same proportion your interest in each account bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

For the Current Contract, on the annuitization start date and if the contract is terminated for any reason except your election to terminate the rider during the 30 day window after certain anniversaries, we will deduct the fee from the contract value adjusted for the number of calendar days coverage was in place during the contract year. For the Original Contract, on the annuitization start date and if the contract is terminated for any reason other than death, we will deduct the fee from the contract value adjusted for the number of calendar days coverage was in place since we last deducted the fee.

We cannot increase this annual charge after the rider effective date.

### Benefit Protector Plus Death Benefit Rider Fee

We charge a fee for the optional feature only if you select it. If selected, we deduct 0.40% of your contract value on your contract anniversary. We prorate this fee among all accounts and subaccounts in the same proportion your interest in each account bears to your total contract value. We will modify this prorated approach to comply with state regulations where necessary.

For the Current Contract, on the annuitization start date and if the contract is terminated for any reason except your election to terminate the rider during the 30 day window after certain anniversaries, we will deduct the fee from the contract value adjusted for the number of calendar days coverage was in place during the contract year.

For the Original Contract, on the annuitization start date and if the contract is terminated for any reason other than death, we will deduct the fee from the contract value adjusted for the number of calendar days coverage was in place since we last deducted the fee.

We cannot increase this annual charge after the rider effective date.

## Fund Fees and Expenses

There are deductions from and expenses paid out of the assets of the funds that are described in the prospectuses for those funds.

## Premium Taxes

Certain state and local governments impose premium taxes on us (up to 3.5%). These taxes depend upon your state of residence or the state in which the contract was issued. Currently, we deduct any applicable premium tax on the annuitization start date, but we reserve the right to deduct this tax at other times such as when you make purchase payments or when you make a full surrender from your contract.

## Valuing Your Investment

We value your accounts as follows:

### GPAs

We value the amounts you allocate to the GPAs directly in dollars. The value of the GPAs equals:

- the sum of your purchase payments and transfer amounts allocated to the GPAs;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges) and amounts transferred out;
- minus any prorated portion of the contract administrative charge; and
- minus the prorated portion of the fee for any of the following optional benefits you have selected:
  - Accumulation Protector Benefit rider;
  - *SecureSource* series rider
  - Guarantor Withdrawal Benefit for Life rider;
  - Guarantor Withdrawal Benefit rider;
  - Income Assurer Benefit rider;
  - Benefit Protector rider; or
  - Benefit Protector Plus rider.

### The Fixed Account

We value the amounts you allocate to the fixed account directly in dollars. The value of the fixed account equals:

- Current Contract: the sum of your purchase payments allocated to the regular fixed account and the Special DCA fixed account, and transfer amounts to the regular fixed account (including any positive or negative MVA on amounts transferred from the GPAs);
- Original Contract: the sum of your purchase payments allocated to the one-year fixed account (if included) and the DCA fixed account (if included), and transfer amounts to the one-year fixed account (including any positive or negative MVA on amounts transferred from the GPAs);
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges) and amounts transferred out;
- minus any prorated portion of the contract administrative charge; and
- minus the prorated portion of the fee for any of the following optional benefits you have selected:
  - Accumulation Protector Benefit rider;
  - *SecureSource* series rider
  - Guarantor Withdrawal Benefit for Life rider;
  - Guarantor Withdrawal Benefit rider;
  - Income Assurer Benefit rider;
  - Benefit Protector rider; or
  - Benefit Protector Plus rider.



## Subaccounts

We convert amounts you allocated to the subaccounts into accumulation units. Each time you make a purchase payment or transfer amounts into one of the subaccounts, we credit a certain number of accumulation units to your contract for that subaccount. Conversely, we subtract a certain number of accumulation units from your contract each time you take a partial surrender; transfer amounts out of a subaccount; or we assess a contract administrative charge, a surrender charge, or fee for any optional contract riders with annual charges (if applicable).

The accumulation units are the true measure of investment value in each subaccount during the accumulation period. They are related to, but not the same as, the net asset value of the fund in which the subaccount invests. The dollar value of each accumulation unit can rise or fall daily depending on the variable account expenses, performance of the fund and on certain fund expenses.

Here is how we calculate accumulation unit values:

**Number of units:** To calculate the number of accumulation units for a particular subaccount, we divide your investment by the current accumulation unit value.

**Accumulation unit value:** The current accumulation unit value for each subaccount equals the last value times the subaccount's current net investment factor.

**We determine the net investment factor by:**

- adding the fund's current net asset value per share, plus the per share amount of any accrued income or capital gain dividends to obtain a current adjusted net asset value per share; then
- dividing that sum by the previous adjusted net asset value per share; and
- subtracting the percentage factor representing the mortality and expense risk fee and the variable account administrative charge from the result.

Because the net asset value of the fund may fluctuate, the accumulation unit value may increase or decrease. You bear all the investment risk in a subaccount.

**Factors that affect subaccount accumulation units:** Accumulation units may change in two ways — in number and in value.

The number of accumulation units you own may fluctuate due to:

- additional purchase payments you allocate to the subaccounts;
- transfers into or out of the subaccounts (including any positive or negative MVA on amounts transferred from the GPAs);
- partial surrenders;
- surrender charges;

and the deduction of a prorated portion of:

- the contract administrative charge; and
- the fee for any of the following optional benefits you have selected:
  - Accumulation Protector Benefit rider;
  - *SecureSource* series of riders;
  - Guarantor Withdrawal Benefit for Life rider;
  - Guarantor Withdrawal Benefit rider;
  - Income Assurer Benefit rider;
  - Benefit Protector rider; or
  - Benefit Protector Plus rider.

Accumulation unit values will fluctuate due to:

- changes in fund net asset value;
- fund dividends distributed to the subaccounts;
- fund capital gains or losses;
- fund operating expenses; and
- mortality and expense risk fee and the variable account administrative charge.

# Making the Most of Your Contract

## Automated Dollar-Cost Averaging

Currently, you can use automated transfers to take advantage of dollar-cost averaging (investing a fixed amount at regular intervals). For example, for the Original Contract, you might transfer a set amount monthly from a relatively conservative subaccount to a more aggressive one, or to several others, or from the one-year GPA or one-year fixed account to one or more subaccounts. Automated transfers are not available for GPA terms of two or more years. You can also obtain the benefits of dollar-cost averaging by setting up regular automatic SIP payments or by establishing an interest sweep strategy. Interest sweeps are a monthly transfer of the interest earned from the one-year GPA or one-year fixed account into the subaccounts of your choice. If you participate in an interest sweep strategy the interest you earn on the one-year GPA or one-year fixed account will be less than the annual interest rate we apply because there will be no compounding. For the Current Contract, you might transfer a set amount monthly from a relatively conservative subaccount to a more aggressive one, or to several others, or from the regular fixed account to one or more subaccounts. You may not set up an automated transfer to or from the GPAs or set up an automated transfer to the regular fixed account. You can also obtain the benefits of dollar-cost averaging by setting up regular automatic SIP payments. The Current Contract does not allow an interest sweep strategy. There is no charge for dollar-cost averaging.

This systematic approach can help you benefit from fluctuations in accumulation unit values caused by fluctuations in the market values of the funds. Since you invest the same amount each period, you automatically acquire more units when the market value falls and fewer units when it rises. The potential effect is to lower your average cost per unit.

### How dollar-cost averaging works

Month	Amount invested	Accumulation unit value	Number of units purchased
Jan	\$100	\$20	5.00
Feb	100	18	5.56
Mar	100	17	5.88
Apr	100	15	6.67
May	100	16	6.25
Jun	100	18	5.56
Jul	100	17	5.88
Aug	100	19	5.26
Sept	100	21	4.76
Oct	100	20	5.00

By investing an equal number of dollars each month

you automatically buy more units when the per unit market price is low

and fewer units when the per unit market price is high.

You paid an average price of \$17.91 per unit over the 10 months, while the average market price actually was \$18.10.

Dollar-cost averaging does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. Because dollar-cost averaging involves continuous investing, your success will depend upon your willingness to continue to invest regularly through periods of low price levels. Dollar-cost averaging can be an effective way to help meet your long-term goals. For specific features contact your investment professional.

Dollar-cost averaging as described in this section is not available when the PN program is in effect. However, subject to certain restrictions, dollar-cost averaging is available through the Special DCA fixed account (Current Contract) and the DCA fixed account (Original Contract). See the “Special DCA Fixed Account”, “DCA Fixed Account” and “Portfolio Navigator Program and Portfolio Stabilizer Funds” sections in this prospectus for details.

## Asset Rebalancing

You can ask us in writing to automatically rebalance the subaccount portion of your contract value either quarterly, semiannually, or annually. The period you select will start to run on the date we record your request. On the first valuation date of each of these periods, we automatically will rebalance your contract value so that the value in each subaccount matches your current subaccount percentage allocations. These percentage allocations must be in whole numbers. There is no charge for asset rebalancing. The contract value must be at least \$2,000.

You can change your percentage allocations or your rebalancing period at any time by contacting us in writing. We will restart the rebalancing period you selected as of the date we record your change. You also can ask us in writing to stop rebalancing your contract value. You must allow 30 days for us to change any instructions that currently are in place. For more information on asset rebalancing, contact your investment professional.

Different rules apply to asset rebalancing under the PN program (see “Portfolio Navigator Program and Portfolio Stabilizer Funds” below and “Appendix H — Asset Allocation Program for Contracts with Applications Signed Before May 1, 2006”).

As long as you are not participating in a PN program, asset rebalancing is available for use with the Special DCA fixed account (Current Contract) and the DCA fixed account (Original Contract) (see “Special DCA Fixed Account” and “DCA Fixed Account”) only if your subaccount allocation for asset rebalancing is exactly the same as your subaccount allocation for transfers from the Special DCA fixed account and the DCA fixed account. If you change your subaccount allocations under the asset rebalancing program or the Special DCA fixed account and the DCA fixed account, we will automatically change the subaccount allocations so they match. If you do not wish to have the subaccount allocation be the same for the asset rebalancing program and the Special DCA fixed account and the DCA fixed account, you must terminate the asset rebalancing program or the Special DCA fixed account and the DCA fixed account, as you may choose.

## Portfolio Navigator Program (PN program) and Portfolio Stabilizer Funds

**PN Program.** You are required to participate in the PN program if your contract includes optional living benefit riders. Under the PN program, your contract value is allocated to a PN program investment. The PN program investment options are currently five funds of funds, each of which invests in underlying funds in proportions that vary among the funds of funds in light of each fund of funds’ investment objective (“Portfolio Navigator funds”). The PN program is available for both nonqualified and qualified annuities.

**The Portfolio Navigator funds.** We offer the following Portfolio Navigator funds:

1. Variable Portfolio – Aggressive Portfolio
2. Variable Portfolio – Moderately Aggressive Portfolio
3. Variable Portfolio – Moderate Portfolio
4. Variable Portfolio – Moderately Conservative Portfolio
5. Variable Portfolio – Conservative Portfolio

Each Portfolio Navigator fund is a fund of funds with the investment objective of seeking a high level of total return consistent with a certain level of risk, which it seeks to achieve by investing in various underlying funds.

For additional information about the Portfolio Navigator funds’ investment strategies, see the Funds’ prospectus.

If your contract does not include one of the living benefit riders, you may not participate in the PN program, but you may choose to allocate your contract value to one or more of the Portfolio Navigator funds.

Beginning November 18, 2013, if you have selected one of the *SecureSource* series riders, Guarantor Withdrawal Benefit for Life riders, Guarantor Withdrawal Benefit rider or Accumulation Protector Benefit rider, as an alternative to the Portfolio Navigator funds in the PN program, we have made available to you new funds, known as Portfolio Stabilizer funds.

**The Portfolio Stabilizer funds.** The Portfolio Stabilizer funds currently available are:

1. Variable Portfolio – Managed Risk Fund (Class 2) <sup>(1)</sup>
2. Variable Portfolio – Managed Risk U. S. Fund (Class 2) <sup>(1)</sup>
3. Variable Portfolio – Managed Volatility Conservative Fund (Class 2)
4. Variable Portfolio – Managed Volatility Conservative Growth Fund (Class 2)
5. Variable Portfolio – Managed Volatility Moderate Growth Fund (Class 2)
6. Variable Portfolio – Managed Volatility Growth Fund (Class 2)
7. Variable Portfolio – U.S. Flexible Conservative Growth Fund (Class 2) <sup>(2)</sup>
8. Variable Portfolio – U.S. Flexible Moderate Growth Fund (Class 2) <sup>(2)</sup>
9. Variable Portfolio – U.S. Flexible Growth Fund (Class 2) <sup>(2)</sup>

<sup>(1)</sup> Available to Current Contract owners effective Sept. 18, 2017.

<sup>(2)</sup> Available to Current Contract owners effective Nov. 14, 2016.

Each Portfolio Stabilizer fund has an investment objective of pursuing total return while seeking to manage the Fund’s exposure to equity market volatility.

For additional information about the Portfolio Stabilizer funds’ investment strategies, see the Funds’ prospectuses.

You may choose to remain invested in your current Portfolio Navigator fund, move to a different Portfolio Navigator fund, or move to a Portfolio Stabilizer fund. Your decision should be made based on your own individual investment objectives and financial situation and in consultation with your investment professional.

**Please note that if you are currently invested in a Portfolio Navigator fund as part of the PN program and choose to reallocate your contract value to the Portfolio Stabilizer funds, you will no longer have access to any of the Portfolio Navigator funds, but you may change to any of the other Portfolio Stabilizer funds, subject to the transfer limits applicable to your rider.**

If your contract does not include the living benefit riders, you may not participate in the PN program, but you may choose to allocate your contract value to one or more of the Portfolio Navigator funds. You should review any PN program, Portfolio Navigator funds and Portfolio Stabilizer funds information, including the funds' prospectus, carefully. Your investment professional can provide you with additional information and can answer questions you may have on the PN program, Portfolio Navigator funds and Portfolio Stabilizer funds.

**The PN program static model portfolios.** If you have chosen to remain invested in a "static" PN program model portfolio investment option, your assets will remain invested in accordance with your current model portfolio, and you will not be provided with any updates to the model portfolio or reallocation recommendations. (The last such reallocation recommendation was provided in 2009.) Each model portfolio consists of underlying funds and/or any GPAs (if included) according to the allocation percentages stated for the model portfolio. If you are participating in the PN program through a model portfolio, you instruct us to automatically rebalance your contract value quarterly in order to maintain alignment with these allocation percentages.

Special rules apply to the GPAs if they are included in a model portfolio. Under these rules:

- no MVA will apply when rebalancing occurs within a specific model portfolio (but an MVA may apply if you elect to transfer to a fund of funds);
- no MVA will apply when you elect an annuity payout plan while your contract value is invested in a model portfolio. (See "Guarantee Period Accounts — Market Value Adjustment.")

If you choose to remain in a static model portfolio, the investments and investment styles and policies of the underlying funds in which your contract value is invested may change. Accordingly, your model portfolio may change so that it is no longer appropriate for your needs, even though your allocations to underlying funds do not change. Furthermore, the absence of periodic updating means that existing underlying funds will not be replaced as may be appropriate due to poor performance, changes in management personnel, liquidation, merger or other factors. Your investment professional can help you determine whether your continued investment in a static model portfolio is appropriate for you.

**Investing in the Portfolio Stabilizer funds, the Portfolio Navigator funds and PN static model portfolios (the Funds).**

You are responsible for determining which investment option is best for you. Currently, the PN program includes five Portfolio Navigator funds (and under the previous PN program, five static model portfolios investment options), with risk profiles ranging from conservative to aggressive in relation to one another. There are four Portfolio Stabilizer funds currently available to the Original Contracts (applications signed prior to Nov. 30, 2009). If you have an Original Contract and your contract includes a living benefit rider you may only invest in one Portfolio Stabilizer or Portfolio Navigator fund at a time. If you have a Current Contract with a living benefit rider and you are invested in the Portfolio Navigator fund, you may only invest in one Portfolio Navigator fund. If you have a Current Contract with a living benefit rider and you are invested in the Portfolio Stabilizer fund, effective Nov. 14, 2016, this limitation will not apply and you may invest in more than one Portfolio Stabilizer fund at the time.

Your investment professional can help you determine which investment option most closely matches your investing style, based on factors such as your investment goals, your tolerance for risk and how long you intend to invest. There is no guarantee that the investment option you select is appropriate for you based on your investment objectives and/or risk profile. We and Columbia Management are not responsible for your decision to select a certain investment option or your decision to transfer to a different investment option.

If you initially allocate qualifying purchase payments to the DCA fixed account (Original Contract) or Special DCA fixed account (Current Contract), when available (see "The Special DCA Fixed Account" and "DCA Fixed Account"), and you are invested in the Portfolio Stabilizer funds or one of the Portfolio Navigator funds, we will make monthly transfers in accordance with your instructions from the DCA fixed account (Original Contract) or Special DCA fixed account (Current Contract), into the investment option or model portfolio you have chosen.

Before you decide to transfer contract value to the Portfolio Stabilizer funds, you and your investment professional should carefully consider the following:

- Whether the Portfolio Stabilizer funds meet your personal investment objectives and/or risk tolerance.
- Whether you would like to continue to invest in a Portfolio Navigator fund. If you decide to transfer your contract value to a Portfolio Stabilizer fund, you permanently lose your ability to invest in any of the Portfolio Navigator funds if you have a living benefit rider. If you decide to no longer invest your contract value in the Portfolio Stabilizer funds, your only option will be to terminate your contract by requesting a full surrender. **Surrender charges and tax penalties may apply.**

- Whether the total expenses associated with an investment in a Portfolio Stabilizer fund is appropriate for you. For total expenses associated with the rider, you should consider not only the variation of the rider fee, but also the variation in fees among the various funds. You should also consider your overall investment objective, as well as how total fees and your selected fund's investment objective may impact the amount of any step up opportunities in the future.

If your contract includes a living benefit rider, you may request a change to your Fund selection (or a transfer from your PN program static model portfolio to either a Portfolio Navigator fund or a Portfolio Stabilizer fund) up to two times per contract year by written request on an authorized form or by another method agreed to by us. Effective Sept. 18, 2017, Current Contract owners may request a change to Fund selection up to four times per contract year by written request on an authorized form or by another method agreed to by us. If you make such a change, we may charge you a higher fee for your rider. However, an initial transfer from a Portfolio Navigator fund to a Portfolio Stabilizer fund will not count toward the limit of two or four transfers per year. Current Contract owners may also set up asset rebalancing and change their percentage allocations, but those changes will count towards the four times per year limit. If your contract includes a *SecureSource* series rider, we reserve the right to limit the number of changes if required to comply with the written instructions of a fund (see "Market Timing"). If your contract includes the GWB for Life rider or *SecureSource* series rider, we reserve the right to limit the number of investment options from which you can select, subject to state restrictions. If you decide to annuitize your contract, your rider will terminate and you will no longer have access to the Portfolio Stabilizer funds.

**Substitution and modification.** We reserve the right to add, remove or substitute Funds. We also reserve the right, upon notification to you, to close or restrict any Fund. Any change will apply to current allocations and/or to future payments and transfers. If your living benefit rider is terminated, you may remain invested in the Portfolio Stabilizer funds, but you will not be allowed to allocate future purchase payments or make transfers to these funds. Any substitution of Funds may be subject to SEC or state insurance departments approval.

We reserve the right to change the terms and conditions of the PN program or to change the availability of the investment options upon written notice to you. This includes but is not limited to the right to:

- limit your choice of investment options based on the amount of your initial purchase payment;
- cancel required participation in the program after 30 days written notice;
- substitute a fund of funds for your model portfolio, if applicable, if permitted under applicable securities law; and
- discontinue the PN program after 30 days written notice.

**Risks associated with the Funds.** An investment in a Fund involves risk. Principal risks associated with an investment in a Fund may be found in the relevant Fund's prospectus. There is no assurance that the Funds will achieve their respective investment objectives. In addition, there is no guarantee that the Fund's strategy will have its intended effect or that it will work as effectively as is intended.

Investing in a Portfolio Navigator fund, Portfolio Stabilizer fund or PN program static model portfolio does not guarantee that your contract will increase in value nor will it protect in a decline in value if market prices fall. Depending on future market conditions and considering only the potential return on your investment in the Fund, you might benefit (or benefit more) from selecting alternative investment options.

For more information and a list of the risks associated with investing in the Funds, including volatility and volatility management risk associated with Portfolio Stabilizer funds, please consult the applicable Funds' prospectuses and "The Variable Account and the Funds – Risks and Conflicts of Interest with Certain Funds Advised by Columbia Management" section in this prospectus.

**Conflicts of interest.** In providing investment advisory services for the Funds and the underlying funds in which those Funds respectively invest, Columbia Management is, together with its affiliates, including us, subject to competing interests that may influence its decisions.

For additional information regarding the conflicts of interest to which Columbia Management may be subject, see the Funds' prospectuses and "The Variable Account and the Funds – Risks and Conflicts of Interest with Certain Funds Advised by Columbia Management" section in this prospectus.

**Automatic reallocation after taking withdrawal.** If you selected the *SecureSource*, *SecureSource 20* or any *SecureSource Stages* riders, under the rules currently applicable to investments in the Portfolio Navigator funds, your contract value will be automatically reallocated to the Moderate option, Variable Portfolio — Moderate Portfolio once you begin taking withdrawals if the fund you are invested in is more aggressive. By contrast, under the rules applicable to investments in the Portfolio Stabilizer funds, your contract value will not automatically be reallocated to a more conservative investment option after you begin taking withdrawals.

### **Living benefits requiring participation in the PN program or investing in the Portfolio Stabilizer funds:**

- **Accumulation Protector Benefit rider:** You cannot terminate the Accumulation Protector Benefit rider. As long as the Accumulation Protector Benefit rider is in effect, your contract value must be invested in one of the PN program investment options or in one of the Portfolio Stabilizer funds. For contracts with applications signed on or after Jan. 26, 2009, you cannot select the Portfolio Navigator Aggressive investment option, or transfer to the Portfolio Navigator Aggressive investment option while the rider is in effect. The Accumulation Protector Benefit rider automatically ends at the end of the waiting period and you then have the option to cancel your participation in the PN program. At all other times, if you do not want to invest in any of the PN program investment options or the Portfolio Stabilizer funds, you must terminate your contract by requesting a full withdrawal. Withdrawal charges and tax penalties may apply.
- **SecureSource series or Guarantor Withdrawal Benefit for Life rider:** The *SecureSource* series rider or the Guarantor Withdrawal Benefit for Life rider requires that your contract value be invested in one of the PN program investment options or in the Portfolio Stabilizer funds, for the life of the contract. Subject to state restrictions, we reserve the right to limit the number of investment options from which you can select based on the dollar amount of purchase payments you make. Because you cannot terminate the *SecureSource* series rider or the Guarantor Withdrawal Benefit for Life rider once you have selected it, you must terminate your contract by requesting a full surrender if you do not want to invest in any of the PN program investment options or the Portfolio Stabilizer funds. Surrender charges and tax penalties may apply.

### **Living benefit requiring participation in the PN program:**

- **Income Assurer Benefit rider:** The Income Assurer Benefit rider requires that your contract value be invested in one of the PN program investment options for the life of the contract. You can terminate the Income Assurer Benefit rider during the 30-day period after the first rider anniversary and at any time after the expiration of the waiting period. At all other times you cannot terminate the Income Assurer Benefit rider once you have selected it and you must terminate your contract by requesting a full surrender if you do not want to invest in any of the PN program investment options. Surrender charges and tax penalties may apply.

## **Transferring Among Accounts**

The transfer rights discussed in this section do not apply if you have selected one of the optional living benefit riders.

For the Current Contract, you may transfer contract value from any one subaccount, GPAs, the regular fixed account and the Special DCA fixed account to another subaccount before the annuitization start date. For the Original Contract, you may transfer contract value from any one subaccount, GPAs, the one-year fixed account, or the DCA fixed account to another subaccount before the annuitization start date. Certain restrictions apply to transfers involving the GPAs, the regular fixed account and the one-year fixed account. You may not transfer contract value to the Special DCA fixed account or the DCA fixed account. You may not transfer contract value from the Special DCA fixed account or the DCA fixed account except as part of automated monthly transfers.

The date your request to transfer will be processed depends on when and how we receive it:

For transfer requests received in writing:

- If we receive your transfer request at our Service Center in good order before the close of business, we will process your transfer using the accumulation unit value we calculate on the valuation date we received your transfer request.
- If we receive your transfer request at our Service Center in good order at or after the close of business, we will process your transfer using the accumulation unit value we calculate on the next valuation date after we received your transfer request.

For transfer requests received by phone:

- If we receive your transfer request at our Service Center in good order before the close of the NYSE, we will process your transfer using the accumulation unit value we calculate on the valuation date we received your transfer request.
- If we receive your transfer request at our Service Center in good order at or after the close of the NYSE, we will process your transfer using the accumulation unit value we calculate on the next valuation date after we received your transfer request.

There is no charge for transfers. Before making a transfer, you should consider the risks involved in changing investments. Transfers out of the GPAs will be subject to an MVA if done more than 30 days before the end of the guarantee period.

We may suspend or modify transfer privileges at any time.

For information on transfers after annuity payouts begin, see “Transfer policies” below.

## **Transfer policies**

### **Current Contract:**

- Before the annuitization start date, you may transfer contract values between the subaccounts, or from the subaccounts to the GPAs and the regular fixed account at any time. However, if you made a transfer from the regular fixed account to the subaccounts or the GPAs, took a partial surrender from the fixed account or terminated automated transfers from the Special DCA fixed account, you may not make a transfer from any subaccount or GPA to the regular fixed account for six months following that transfer, partial surrender or termination.
- You may transfer contract values from the regular fixed account to the subaccounts or the GPAs once a year on or within 30 days before or after the contract anniversary (except for automated transfers, which can be set up at any time for certain transfer periods subject to certain minimums). Transfers from the regular fixed account are not subject to an MVA. You may transfer the entire contract value to the regular fixed account. Subject to state restrictions, we reserve the right to limit transfers to the regular fixed account at any time on a non-discriminatory basis with notification. Transfers out of the regular fixed account, including automated transfers, are limited to 30% of regular fixed account value at the beginning of the contract year<sup>(1)</sup> or \$10,000, whichever is greater. Because of this limitation, it may take you several years to transfer all your contract value from the regular fixed account. You should carefully consider whether the regular fixed account meets your investment criteria before you invest. Subject to state restrictions, we reserve the right to change the percentage allowed to be transferred from the regular fixed account at any time on a non-discriminatory basis with notification.
- You may transfer contract values from a GPA any time after 60 days of transfer or payment allocation to the account. Transfers made more than 30 days before the end of the guarantee period will receive an MVA, which may result in a gain or loss of contract value, unless an exception applies (see “The Guarantee Period Accounts (GPAs) — Market Value Adjustment (MVA)”).
- You may not transfer contract values from the subaccounts, the GPAs or the regular fixed account into the Special DCA fixed account. However, you may transfer contract values as automated monthly transfers from the Special DCA fixed account to the subaccounts or the PN program model portfolio or investment option in effect. (See “Special DCA Fixed Account.”)
- After the annuitization start date, you may not make transfers to or from the GPAs or the fixed account, but you may make transfers once per contract year among the subaccounts. During the annuity payout period, we reserve the right to limit the number of subaccounts in which you may invest. On the annuitization start date, you must transfer all contract value out of your GPAs and Special DCA fixed account.

<sup>(1)</sup> All purchase payments received into the regular fixed account prior to your transfer request are considered your beginning of contract year value during the first contract year.

### **Original Contract:**

- Before the annuitization start date, you may transfer contract values between the subaccounts, or from the subaccounts to the GPAs and the one-year fixed account if part of your contract, at any time. However, if you made a transfer from the one-year fixed account to the subaccounts or the GPAs, you may not make a transfer from any subaccount or GPA back to the one-year fixed account for six months following that transfer.
- You may transfer contract values from the one-year fixed account to the subaccounts or the GPAs once a year on or within 30 days before or after the contract anniversary (except for automated transfers, which can be set up at any time for certain transfer periods subject to certain minimums). Transfers from the one-year fixed account are not subject to an MVA. The amount of contract value transferred to the one-year fixed account cannot result in the value of the one-year fixed account being greater than 30% of the contract value. Transfers out of the one-year fixed account are limited to 30% of one-year fixed account values at the beginning of the contract year or \$10,000, whichever is greater. Because of this limitation, it may take you several years to transfer all your contract value from the one-year fixed account. You should carefully consider whether the one-year fixed account meets your investment criteria before you invest. Subject to state restrictions, we reserve the right to further limit transfers to or from the one-year fixed account if the interest rate we are then crediting on new purchase payments allocated to the one-year fixed account is equal to the minimum interest rate stated in the contract.
- You may transfer contract values from a GPA any time after 60 days of transfer or payment allocation to the account. Transfers made more than 30 days before the end of the guarantee period will receive an MVA, which may result in a gain or loss of contract value, unless an exception applies (see “The Guarantee Period Accounts (GPAs) — Market Value Adjustment (MVA)”).
- You may not transfer contract values from the subaccounts, the GPAs, or the one-year fixed account into the DCA fixed account. However, you may transfer contract values as automated monthly transfers from the DCA fixed account to any of the investment options available under your contract, subject to investment minimums and other restrictions we may impose on investments in the one-year fixed account and the GPA, as described above. (See “DCA Fixed Account.”)

- After the annuitization start date, you may not make transfers to or from the GPAs or the fixed account, but you may make transfers once per contract year among the subaccounts. During the annuity payout period, we reserve the right to limit the number of subaccounts in which you may invest. On the annuitization start date, you must transfer all contract value out of your GPAs and DCA fixed account.

### **Market Timing**

Market timing can reduce the value of your investment in the contract. If market timing causes the returns of an underlying fund to suffer, contract value you have allocated to a subaccount that invests in that underlying fund will be lower too. Market timing can cause you, any joint owner of the contract and your beneficiary(ies) under the contract a financial loss.

**We seek to prevent market timing. Market timing is frequent or short-term trading activity. We do not accommodate short-term trading activities. Do not buy a contract if you wish to use short-term trading strategies to manage your investment. The market timing policies and procedures described below apply to transfers among the subaccounts within the contract. The underlying funds in which the subaccounts invest have their own market timing policies and procedures. The market timing policies of the underlying funds may be more restrictive than the market timing policies and procedures we apply to transfers among the subaccounts of the contract, and may include redemption fees. We reserve the right to modify our market timing policies and procedures at any time without prior notice to you.**

Market timing may hurt the performance of an underlying fund in which a subaccount invests in several ways, including but not necessarily limited to:

- diluting the value of an investment in an underlying fund in which a subaccount invests;
- increasing the transaction costs and expenses of an underlying fund in which a subaccount invests; and,
- preventing the investment adviser(s) of an underlying fund in which a subaccount invests from fully investing the assets of the fund in accordance with the fund's investment objectives.

Funds available as investment options under the contract that invest in securities that trade in overseas securities markets may be at greater risk of loss from market timing, as market timers may seek to take advantage of changes in the values of securities between the close of overseas markets and the close of U.S. markets. Also, the risks of market timing may be greater for underlying funds that invest in securities such as small cap stocks, high yield bonds, or municipal securities, that may be traded infrequently.

**In order to help protect you and the underlying funds from the potentially harmful effects of market timing activity, we apply the following market timing policy to discourage frequent transfers of contract value among the subaccounts of the variable account:**

We try to distinguish market timing from transfers that we believe are not harmful, such as periodic rebalancing for purposes of an asset allocation, dollar-cost averaging and asset rebalancing program that may be described in this prospectus. There is no set number of transfers that constitutes market timing. Even one transfer in related accounts may be market timing. We seek to restrict the transfer privileges of a contract owner who makes more than three subaccount transfers in any 90 day period. We also reserve the right to refuse any transfer request, if, in our sole judgment, the dollar amount of the transfer request would adversely affect unit values.

If we determine, in our sole judgment, that your transfer activity constitutes market timing, we may modify, restrict or suspend your transfer privileges to the extent permitted by applicable law, which may vary based on the state law that applies to your contract and the terms of your contract. These restrictions or modifications may include, but not be limited to:

- requiring transfer requests to be submitted only by first-class U.S. mail;
- not accepting hand-delivered transfer requests or requests made by overnight mail;
- not accepting telephone or electronic transfer requests;
- requiring a minimum time period between each transfer;
- not accepting transfer requests of an agent acting under power of attorney;
- limiting the dollar amount that you may transfer at any one time;
- suspending the transfer privilege; or
- modifying instructions under an automated transfer program to exclude a restricted fund if you do not provide new instructions.

Subject to applicable state law and the terms of each contract, we will apply the policy described above to all contract owners uniformly in all cases. We will notify you in writing after we impose any modification, restriction or suspension of your transfer rights.



We cannot guarantee that we will be able to identify and restrict all market timing activity. Because we exercise discretion in applying the restrictions described above, we cannot guarantee that we will be able to restrict all market timing activity. In addition, state law and the terms of some contracts may prevent us from stopping certain market timing activity. Market timing activity that we are unable to identify and/or restrict may impact the performance of the underlying funds and may result in lower contract values.

**In addition to the market timing policy described above, which applies to transfers among the subaccounts within your contract, you should carefully review the market timing policies and procedures of the underlying funds. The market timing policies and procedures of the underlying funds may be materially different than those we impose on transfers among the subaccounts within your contract and may include mandatory redemption fees as well as other measures to discourage frequent transfers. As an intermediary for the underlying funds, we are required to assist them in applying their market timing policies and procedures to transactions involving the purchase and exchange of fund shares. This assistance may include, but not be limited to, providing the underlying fund upon request with your Social Security Number, Taxpayer Identification Number or other United States government-issued identifier, and the details of your contract transactions involving the underlying fund. An underlying fund, in its sole discretion, may instruct us at any time to prohibit you from making further transfers of contract value to or from the underlying fund, and we must follow this instruction. We reserve the right to administer and collect on behalf of an underlying fund any redemption fee imposed by an underlying fund. Market timing policies and procedures adopted by underlying funds may affect your investment in the contract in several ways, including but not limited to:**

- Each fund may restrict or refuse trading activity that the fund determines, in its sole discretion, represents market timing.
- Even if we determine that your transfer activity does not constitute market timing under the market timing policies described above which we apply to transfers you make under the contract, it is possible that the underlying fund's market timing policies and procedures, including instructions we receive from a fund may require us to reject your transfer request. For example, while we disregard transfers permitted under any asset allocation, dollar-cost averaging and asset rebalancing programs that may be described in this prospectus, we cannot guarantee that an underlying fund's market timing policies and procedures will do so. Orders we place to purchase fund shares for the variable account are subject to acceptance by the fund. We reserve the right to reject without prior notice to you any transfer request if the fund does not accept our order.
- Each underlying fund is responsible for its own market timing policies, and we cannot guarantee that we will be able to implement specific market timing policies and procedures that a fund has adopted. As a result, a fund's returns might be adversely affected, and a fund might terminate our right to offer its shares through the variable account.
- Funds that are available as investment options under the contract may also be offered to other intermediaries who are eligible to purchase and hold shares of the fund, including without limitation, separate accounts of other insurance companies and certain retirement plans. Even if we are able to implement a fund's market timing policies, we cannot guarantee that other intermediaries purchasing that same fund's shares will do so, and the returns of that fund could be adversely affected as a result.

**For more information about the market timing policies and procedures of an underlying fund, the risks that market timing pose to that fund, and to determine whether an underlying fund has adopted a redemption fee, see that fund's prospectus.**

## How to request a Transfer or Surrender

### 1 By letter

Send your name, contract number, Social Security Number or Taxpayer Identification Number\* and signed request for a transfer or surrender to our Service Center:

**RiverSource Life Insurance Company  
829 Ameriprise Financial Center  
Minneapolis, MN 55474**

#### **Current Contract:**

##### **Minimum amount**

Transfers or surrenders: \$250 or entire account balance\*\*

#### **Original Contract:**

##### **Minimum amount**

Transfers or surrenders: \$500 or entire account balance

## **All Contracts:**

### **Maximum amount**

Transfers or surrenders: Contract value or entire account balance

\* Failure to provide a Social Security Number or Taxpayer Identification Number may result in mandatory tax withholding on the taxable portion of the distribution.

\*\* The contract value after a partial surrender must be at least \$500.

## **2 By automated transfers and automated partial surrenders**

Your investment professional can help you set up automated transfers among your subaccounts, regular fixed account (Current Contract), the one-year fixed account (Original Contract) or GPAs or automated partial surrenders from the GPAs, regular fixed account, one-year fixed account, Special DCA fixed account (Current Contract), DCA fixed account (Original Contract) or the subaccounts.

You can start or stop this service by written request or other method acceptable to us.

You must allow 30 days for us to change any instructions that are currently in place.

- Automated transfers from the one-year fixed account (Original Contract only) to any one of the subaccounts may not exceed an amount that, if continued, would deplete the one-year fixed account within 12 months.
- Automated transfers from the regular fixed account (Current Contract only) are limited to 30% of the regular fixed account values at the beginning of the contract year or \$10,000, whichever is greater.
- Automated surrenders may be restricted by applicable law under some contracts.
- You may not make systematic purchase payments if automated partial surrenders are in effect.
- If the PN program is in effect, you are not allowed to set up automated transfers except in connection with a Special DCA fixed account (Current Contract) or DCA fixed account (Original Contract) (see “Special DCA Fixed Account”, “Fixed Account — DCA Fixed Account” and “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds”).
- Automated partial surrenders may result in income taxes and penalties on all or part of the amount surrendered.
- If you have one of the *SecureSource* series of riders, the Guarantor Withdrawal Benefit for Life rider or the Guarantor Withdrawal Benefit rider, you may set up automated partial surrenders up to the benefit amount available for withdrawal under the rider.

### **Minimum amount**

#### **Current Contract:**

Transfers or surrenders: \$50

#### **Original Contract:**

Transfers or surrenders: \$100 monthly  
\$250 quarterly, semiannually or annually

## **3 By phone**

Call:

**1-800-333-3437**

We answer telephone requests promptly, but you may experience delays when the call volume is unusually high. If you are unable to get through, use the mail procedure as an alternative.

We will honor any telephone transfer or surrender requests that we believe are authentic and we will use reasonable procedures to confirm that they are. This includes asking identifying questions and recording calls. As long as we follow the procedures, we (and our affiliates) will not be liable for any loss resulting from fraudulent requests.

Telephone transfers and surrenders are automatically available. You may request that telephone transfers and surrenders not be authorized from your account by writing to us.

#### **Current Contract:**

Transfers or surrenders: \$250 or entire account balance

#### **Original Contract:**

Transfers or surrenders: \$500 or entire account balance

**Maximum amount****Current Contract:**

Transfers: Contract value or entire account balance

Surrenders: \$100,000

**Original Contract:**

Transfers: Contract value or entire account balance

Surrenders: \$25,000

## Surrenders

You may surrender all or part of your contract at any time before the annuitization start date by sending us a written request or calling us.

The date your surrender request will be processed depends on when and how we receive it:

For surrender requests received in writing:

- If we receive your surrender request at our Service Center in good order before the close of business, we will process your surrender using the accumulation unit value we calculate on the valuation date we received your surrender request.
- If we receive your surrender request at our Service Center in good order at or after the close of business, we will process your surrender using the accumulation unit value we calculate on the next valuation date after we received your surrender request.

For surrender requests received by phone:

- If we receive your surrender request at our Service Center in good order before the close of the NYSE, we will process your surrender using the accumulation unit value we calculate on the valuation date we received your surrender request.
- If we receive your surrender request at our Service Center in good order at or after the close of the NYSE, we will process your surrender using the accumulation unit value we calculate on the next valuation date after we received your surrender request.

We may ask you to return the contract. You may have to pay a contract administrative charge, surrender charges or any applicable optional rider charges (see “Charges”), federal income taxes and penalties. State and local income taxes may also apply (see “Taxes”). You cannot make surrenders after the annuitization start date except under Variable Annuity Payout Plan E. (See “The Annuity Payout Period — Annuity Payout Plans.”)

Any partial surrenders you take under the contract will reduce your contract value. As a result, the value of your death benefit or any optional benefits you have elected will also be reduced. If you have elected one of the *SecureSource* series of riders, the Guarantor Withdrawal Benefit for Life rider or the Guarantor Withdrawal Benefit rider and your partial surrenders in any contract year exceed the permitted surrender amount under the terms of the rider, your benefits under the rider may be reduced (see “Optional Benefits”). The first partial surrender request during the first contract year, for the *SecureSource Stages 2* rider and any partial surrender request that reverses previous step-ups during the 3-year waiting period or exceeds the amount allowed under the riders and impacts the guarantees provided, will not be considered in good order until we receive a signed Benefit Impact Acknowledgement. This form shows the projected effect of the surrender on the rider benefits or a verbal acknowledgement that you understand and accept the impacts that have been explained to you.

In addition, surrenders you are required to take to satisfy RMDs under the Code may reduce the value of certain death benefits and optional benefits (see “Taxes — Qualified Annuities — Required Minimum Distributions”).

## Surrender Policies

**Current Contract:**

If you have a balance in more than one account and you request a partial surrender, we will automatically surrender from all your subaccounts, GPAs, the Special DCA fixed account and/or the regular fixed account in the same proportion as your value in each account correlates to your total contract value, unless requested otherwise<sup>(1)</sup>. The minimum contract value after partial surrender is \$500.

**Original Contract:**

If you have a balance in more than one account and you request a partial surrender, we will automatically surrender from all your subaccounts, GPAs, the DCA fixed account, and/or the one-year fixed account in the same proportion as your value in each account correlates to your total contract value, unless requested otherwise<sup>(1)</sup>.

After executing a partial surrender, the value in each subaccount, one-year fixed account or GPA must be either zero or at least \$50.

<sup>(1)</sup> If you elected one of the *SecureSource* series of riders, you do not have the option to request from which account to surrender.

## Receiving Payment

### 1 By regular or express mail

- payable to you;
- mailed to address of record.

**NOTE:** We will charge you a fee if you request express mail delivery.

### 2 By wire or other form of electronic payment

- request that payment be wired to your bank;
- pre-authorization required.

We may choose to permit you to have checks issued and delivered to an alternate payee or to an address other than your address of record. We may also choose to allow you to direct wires or other electronic payments to accounts owned by a third-party. We may have additional good order requirements that must be met prior to processing requests to make any payments to a party other than the owner or to an address other than the address of record. These requirements will be designed to ensure owner instructions are genuine and to prevent fraud.

Normally, we will send the payment within seven days after receiving your request in good order. However, we may postpone the payment if:

- the NYSE is closed, except for normal holiday and weekend closings;
- trading on the NYSE is restricted, according to SEC rules;
- an emergency, as defined by SEC rules, makes it impractical to sell securities or value the net assets of the accounts; or
- the SEC permits us to delay payment for the protection of security holders.

We may also postpone payment of the amount attributable to a purchase payment as part of the total surrender amount until cleared from the originating financial institution.

## A SPECIAL NOTE ON CYBERSECURITY RISKS

### Cybersecurity and Systems Integrity

Increasingly, businesses are dependent on the continuity, security, and effective operation of various technology systems. The nature of our business depends on the continued effective operation of our systems and those of our business partners.

This dependence makes us susceptible to operational and information security risks from cyber-attacks. These risks may include the following:

- the corruption or destruction of data;
- theft, misuse or dissemination of data to the public, including your information we hold; and
- denial of service attacks on our website or other forms of attacks on our systems and the software and hardware we use to run them.

These attacks and their consequences can negatively impact your contract, your privacy, your ability to conduct transactions on your contract, or your ability to receive timely service from us. There can be no assurance that we, the underlying funds in your contract, or our other business partners will avoid losses affecting your contract due to any successful cyber-attacks or information security breaches.

## TSA—Special Provisions

### Participants in Tax-Sheltered Annuities

If the contract is intended to be used in connection with an employer sponsored 403(b) plan, additional rules relating to this contract can be found in the annuity endorsement for tax sheltered 403(b) annuities. Unless we have made special arrangements with your employer, the contract is not intended for use in connection with an employer sponsored 403(b) plan that is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In the

event that the employer either by affirmative election or inadvertent action causes contributions under a plan that is subject to ERISA to be made to this contract, we will not be responsible for any obligations and requirements under ERISA and the regulations thereunder, unless we have prior written agreement with the employer. You should consult with your employer to determine whether your 403(b) plan is subject to ERISA.

In the event we have a written agreement with your employer to administer the plan pursuant to ERISA, special rules apply as set forth in the TSA endorsement.

The employer must comply with certain nondiscrimination requirements for certain types of contributions under a TSA contract to be excluded from taxable income. You should consult your employer to determine whether the nondiscrimination rules apply to you.

The Code imposes certain restrictions on your right to receive early distributions from a TSA:

- Distributions attributable to salary reduction contributions (plus earnings) made after Dec. 31, 1988, or to transfers or rollovers from other contracts, may be made from the TSA only if:
  - you are at least age 59½;
  - you are disabled as defined in the Code;
  - you severed employment with the employer who purchased the contract;
  - the distribution is because of your death;
  - the distribution is due to plan termination; or
  - you are a qualifying military reservist.
- If you encounter a financial hardship (as provided by the Code), you may be eligible to receive a distribution of all contract values attributable to salary reduction contributions made after Dec. 31, 1988, but not the earnings on them.
- Even though a distribution may be permitted under the above rules, it may be subject to IRS taxes and penalties (see “Taxes”)
- The above restrictions on distributions do not affect the availability of the amount credited to the contract as of Dec. 31, 1988. The restrictions also do not apply to transfers or exchanges of contract value within the contract, or to another registered variable annuity contract or investment vehicle available through the employer.

## Changing the Annuitant

For the Current Contract, if you have a nonqualified annuity and are a natural person (excluding a revocable trust), you may change the annuitant or contingent annuitant if the request is made prior to the annuitization start date and while the existing annuitant or contingent annuitant is living. The change will become binding on us when we receive it. If you and the annuitant are not the same person and the annuitant dies before the annuitization start date, the owner becomes the annuitant unless a contingent annuitant has been previously selected. You may not change the annuitant if you have a qualified annuity or there is non-natural or revocable trust ownership.

For the Original Contract, annuitant changes are not allowed.

## Changing Ownership

You may change ownership of your nonqualified annuity at any time by completing a change of ownership form we approve and sending it to our Service Center. We will honor any change of ownership request received in good order that we believe is authentic and we will use reasonable procedures to confirm authenticity. If we follow these procedures, we will not take any responsibility for the validity of the change.

If you have a nonqualified annuity, you may incur income tax liability by transferring, assigning or pledging any part of it. (See “Taxes.”)

If you have a qualified annuity, you may not sell, assign, transfer, discount or pledge your contract as collateral for a loan, or as security for the performance of an obligation or for any other purpose except as required or permitted by the Code. However, if the owner is a trust or custodian, or an employer acting in a similar capacity, ownership of the contract may be transferred to the annuitant.

Please consider carefully whether or not you wish to change ownership of your annuity contract. If you elected any optional contract features or riders and any owner was not an owner before the change, all owners (including any prior owner who is still an owner after the ownership change) (along with the annuitant for the Original Contract) will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract.

If you have an Income Assurer Benefit rider and/or the Benefit Protector Plus rider, the riders will terminate upon transfer of ownership of the annuity contract.

For the Original Contract, our current administrative practice is that if you have the Benefit Protector rider, the owner can choose to terminate the Benefit Protector rider during the 30-day window following the effective date of the ownership change.

For the Current Contract, if you have the Benefit Protector rider, if any owner is older than age 75 immediately following the ownership change, the rider will terminate upon change of ownership. If all owners are younger than age 76, the rider continues unless the owner chooses to terminate it during the 30-day window following the effective date of the ownership change. The Benefit Protector death benefit values may be reset (see “Optional Death Benefits – Benefit Protector Death Benefit Rider”).

For the Current Contract, the death benefit may change due to a change of ownership. If any owner is older than age 85 immediately following the ownership change, the MAV Death Benefit, 5% Accumulation Death Benefit and EDB will terminate, the ROPP Death Benefit will be unavailable, and the Contract Value Death Benefit will apply. If any owner is older than age 79 but all owners are younger than age 86, the MAV Death Benefit, the 5% Accumulation Death Benefit, and the EDB will terminate and the ROPP Death Benefit will apply. If all owners are age 79 or younger, the ROPP Death Benefit, MAV Death Benefit, 5% Accumulation Death Benefit or EDB will continue. The ROPP Death Benefit, MAV Death Benefit, 5% Accumulation Death Benefit and EDB values may be reset (see “Benefits in the Case of Death”). If the death benefit that applies to your contract changes due to an ownership change, the mortality and expense risk fee may change as well (see “Charges – Mortality and Expense Risk Fee”).

The *SecureSource* series – Joint Life rider, if selected, only allows transfer of the ownership of the annuity contract between covered spouses or their revocable trust(s); no other ownership changes are allowed while this rider is in force, subject to state restrictions. For the *SecureSource Stages 2* – Joint Life rider, if ownership is transferred from a covered spouse to their revocable trust(s), the annuitant must be one of the covered spouses. The Accumulation Protector Benefit, the *SecureSource* – Single Life, the Guarantor Withdrawal Benefit for Life and the Guarantor Withdrawal Benefit riders will continue upon transfer of ownership of the annuity contract and the values may be reset. For *SecureSource* rider and Guarantor Withdrawal Benefit for Life rider, any ownership change that impacts the guarantees provided will not be considered in good order until we receive a signed Benefit Impact Acknowledgement form showing the projected effect of the ownership change on the rider benefits or a verbal acknowledgement that you understand and accept the impacts that have been explained to you. For the *Secure Source Stages 2* – Single Life riders, *Secure Source 20* – Single Life and *SecureSource Stages* – Single Life riders, joint ownership and joint annuitants are not allowed and an ownership change that results in different covered person will terminate the rider, subject to state restrictions. (See “Optional Benefits.”)

## Benefits in Case of Death

### **Current Contract:**

(applications signed on or after Nov. 30, 2009, subject to state availability)

We will pay the death benefit to your beneficiary upon your death if you die before the annuitization start date while this contract is in force. If a contract has more than one person as the owner, we will pay the benefits upon the first to die of any owner. The basic death benefit available under your contract at contract issue is the ROPP Death Benefit. In addition to the ROPP Death Benefit, we also offer the following optional death benefits at contract issue:

- MAV Death Benefit;
- 5% Accumulation Death Benefit; or
- Enhanced Death Benefit.

If it is available in your state and if you are age 79 or younger at contract issue, you can elect any one of the above optional death benefits. If you are age 80 or older at contract issue, the ROPP Death Benefit will apply.

Once you elect a death benefit, you cannot change it; however the death benefit that applies to your contract may change due to an ownership change (see “Changing Ownership”) or continuation of the contract by the spouse under the spousal continuation provision.

We show the death benefit that applies to your contract at issue on your contract’s data page. The death benefit determines the mortality and expense risk fee that is assessed against the subaccounts. (See “Charges — Mortality and Expense Risk Fee.”)

We will base the benefit paid on the death benefit coverage in effect on the date of your death.

**Here are some terms that are used to describe the death benefits:**

$$\text{Adjusted partial surrenders (calculated for ROPP and MAV Death Benefits)} = \frac{\text{PS} \times \text{DB}}{\text{CV}}$$

PS = the amount by which the contract value is reduced as a result of the partial surrender.

DB = the applicable ROPP value or MAV on the date of (but prior to) the partial surrender

CV = contract value on the date of (but prior to) the partial surrender.

**Covered Life Change:** is either continuation of the contract by a spouse under the spousal continuation provision, or an ownership change where any owner after the ownership change was not an owner prior to the change.

**Contract Value Death Benefit (CV Death Benefit):** is the death benefit available if any owner after an ownership change or spouse who continues the contract under the spousal continuation provision is over age 85 and therefore cannot qualify for the ROPP death benefit. Under this benefit, we will pay the beneficiary the greater of:

- the Full Surrender Value, or
- the contract value after any rider charges have been deducted.

**Full Surrender Value:** is the contract value immediately prior to the surrender (immediately prior to payment of a death claim for death benefits) less:

- any surrender charge,
- pro rata rider charges,
- the contract charge,

plus:

- any positive or negative market value adjustment.

#### **Return of Purchase Payments (ROPP) Death Benefit**

The ROPP Death Benefit is the basic death benefit on the contract that will pay your beneficiaries no less than your purchase payments adjusted for surrenders. If you die before the annuitization start date and while this contract is in force, the death benefit will be the greatest of:

1. the contract value after any rider charges have been deducted,
2. the ROPP Value, or
3. the Full Surrender Value.

**ROPP Value:** is the total purchase payments on the contract issue date. Additional purchase payments will be added to the ROPP value. Adjusted partial surrenders will be subtracted from the ROPP value.

After a covered life change for a spouse who continues the contract and is age 85 or younger, we reset the ROPP value to the contract value on the date of the continuation after any rider charges have been deducted and after any increase to the contract value due to the death benefit that would otherwise have been paid (without regard to the Full Surrender Value). If the spouse who continues the contract is age 86 or older, the ROPP Death Benefit will terminate and he or she will be eligible for the CV death benefit.

After a covered life change other than for the spouse who continues the contract, if the prior owner and current owners are eligible for the ROPP death benefit we reset the ROPP value on the valuation date we receive your request for the ownership change to the contract value after any rider charges have been deducted, if the contract value is less.

If the prior owner was not eligible for the ROPP but all current owners are eligible, we reset the ROPP value to the contract value after any rider charges have been deducted on the valuation date we receive your request for the ownership change.

**If available in your state and you are age 79 or younger at contract issue, you may select one of the death benefits described below at the time you purchase your contract. The death benefits do not provide any additional benefit before the first contract anniversary and may not be appropriate for certain older issue ages because the benefit values may be limited after age 80. Be sure to discuss with your investment professional whether or not these death benefits are appropriate for your situation.**

#### **Maximum Anniversary Value (MAV) Death Benefit**

The MAV Death Benefit provides that if you die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these values:

1. contract value after any rider charges have been deducted;
2. the ROPP value as described above;
3. the MAV; or

4. the Full Surrender Value as described above.

The MAV equals the ROPP value prior to the first contract anniversary. Every contract anniversary prior to the earlier of your 81st birthday or your death, we compare the MAV to the current contract value and we reset the MAV to the higher amount. The MAV is increased by any additional purchase payments and reduced by adjusted partial surrenders.

After a covered life change for a spouse who is age 79 or younger and continues the contract, we reset the MAV to the contract value on the date of the continuation after any rider charges have been deducted and after any increase to the contract value due to the death benefit that would otherwise have been paid (without regard to the Full Surrender Value).

After a covered life change other than for a spouse who continues the contract, if all owners are under age 80, we reset the MAV on the valuation date we receive your request for the ownership change to the lesser of these two values:

- (a) the contract value after any rider charges have been deducted, or
- (b) the MAV on that date, but prior to the reset.

If your spouse chooses to continue the contract under the spousal continuation provision, the death benefit available for the spouse's beneficiaries depends on the spouse's age. If your spouse was age 79 or younger when the contract was continued, he or she will continue to be eligible for the MAV. If your spouse is over age 79 but younger than age 86 when the contract was continued, he or she will be eligible for the ROPP death benefit. If your spouse is age 86 or older when the contract was continued, he or she will be eligible for the CV death benefit.

#### **5% Accumulation Death Benefit**

The 5% Accumulation Death Benefit provides that if you die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these values:

1. contract value after any rider charges have been deducted;
2. the ROPP value as described above;
3. the 5% accumulation death benefit floor;
4. the Full Surrender Value as described above.

The key terms and provisions of the 5% Accumulation Death Benefit are:

**5% Accumulation Death Benefit Floor:** is equal to the sum of:

1. the contract value in the Excluded Accounts (currently, regular fixed account and GPAs), if any, and
2. the variable account floor.

**Protected Account Base (PAB) and Excluded Account Base (EAB):** Adjustments to variable account floor require tracking amounts representing purchase payments, not previously surrendered, that are allocated or transferred to the Protected Accounts (currently, subaccounts and the Special DCA fixed account) and Excluded Accounts.

- PAB equals amounts representing purchase payments, not previously surrendered or transferred, that are in the Protected Accounts.
- EAB equals amounts representing purchase payments, not previously surrendered or transferred, that are in the Excluded Accounts.

**Variable Account Floor:** Variable account floor is PAB increased on contract anniversaries prior to the earlier of your 81st birthday or your death.

**Net Transfer:** If multiple transfers are made on the same valuation day, they are combined to determine the net amount of contract value being transferred between the Protected Accounts and Excluded Accounts. This net transfer amount is used to adjust the EAB, PAB and variable account floor values.

#### **Establishment of Variable Account Floor, PAB and EAB**

On the contract date, 1) variable account floor and PAB are established as your initial purchase payment allocated to the Protected Accounts; and 2) EAB is established as your initial purchase payment allocated to the Excluded Accounts.

#### **Adjustments to Variable Account Floor, PAB and EAB**

Variable account floor, PAB and EAB are adjusted by the following:

1. When an additional purchase payment is made;
  - (A) any payment you allocate to the Protected Accounts are added to PAB and to variable account floor, and
  - (B) any payment you allocate to the excluded accounts are added to EAB.
2. When transfers are made to the Protected Accounts from the Excluded Accounts, we increase PAB and variable account floor, and we reduce EAB.



The amount we deduct from EAB and add to PAB and to variable account floor is calculated for each net transfer using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount the contract value in the Excluded Accounts is reduced by the net transfer
- b** = EAB on the date of (but prior to) the transfer
- c** = the contract value in the Excluded Accounts on the date of (but prior to) the transfer.

3. When partial surrenders are made from the Excluded Accounts, we reduce EAB by the same amount as calculated above for transfers from the Excluded Accounts, using surrender amounts in place of transfer amounts. Partial surrenders from Excluded Accounts do not increase PAB.
4. When transfers are made to the Excluded Accounts from the Protected Accounts, we reduce PAB and variable account floor, and increase EAB.

The amounts we deduct from PAB and variable account floor are calculated for each net transfer using the following formula:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount the contract value in the Protected Accounts is reduced by the net transfer
- b** = the applicable PAB or variable account floor on the date of (but prior to) the transfer
- c** = the contract value in the Protected Accounts on the date of (but prior to) the transfer.

The amount we subtract from PAB is added to EAB.

5. When partial surrenders are made from the Protected Accounts, we reduce PAB and variable account floor by the same amount as calculated above for transfers from the Protected Accounts, using surrender amounts in place of transfer amounts. Partial surrenders from Protected Accounts do not increase EAB.
6. After a covered life change for a spouse who continues the contract, variable account floor and PAB are reset to the contract value in the Protected Accounts on the date of continuation. EAB is reset to the contract value in the Excluded Accounts on the date of continuation. The contract value is after any rider charges have been deducted and after any increase to the contract value due to the death benefit that would otherwise have been paid (without regard to the Full Surrender Value).
7. After a covered life change other than for a spouse who continues the contract, variable account floor, PAB and EAB are reset on the valuation date we receive your written request for the covered life change if all owners are eligible for the 5% Accumulation Death Benefit.

Variable account floor and PAB are reset to the lesser of A or B where:

- A = the contract value (after any rider charges have been deducted) in the Protected Accounts on that date, and
- B = Variable account floor on that date (but prior to the reset).

EAB is reset to the lesser of A or B where:

- A = the contract value (after any rider charges have been deducted) in the Excluded Accounts on that date, and
- B = EAB on that date (but prior to the reset).

8. On a contract anniversary when variable account floor is greater than zero:

- (A) On the first contract anniversary, we increase variable account floor by an amount equal to 5%, multiplied by variable account floor as of 60 days after the contract date.
- (B) On each subsequent contract anniversary prior to the earlier of your 81st birthday or your death, we increase variable account floor by 5%, multiplied by the prior contract anniversary's variable account floor.
- (C) Any variable account floor increase on contract anniversaries does not increase PAB or EAB.

For contracts issued in New Jersey and Washington state, the cap on the variable account floor is 200% of PAB.

If your spouse chooses to continue the contract under the spousal continuation provision, the death benefit available for the spouse's beneficiaries depends on the spouse's age. If your spouse was age 79 or younger when the contract was continued, he or she will continue to be eligible for the 5% Accumulation Death Benefit. If your spouse is over age 79 but younger than age 86 when the contract was continued, he or she will be eligible for the ROPP death benefit. If your spouse is age 86 or older when the contract was continued, he or she will be eligible for the CV Death Benefit.

### Enhanced Death Benefit (EDB)

The Enhanced Death Benefit provides that if you die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these values:

1. contract value after any rider charges have been deducted;
2. the ROPP value as described above;
3. the MAV as described above;
4. the 5% accumulation death benefit floor as described above; or
5. the Full Surrender Value as described above.

If your spouse chooses to continue the contract under spousal continuation provision, the death benefit available for the spouse's beneficiaries depends on the spouse's age. If your spouse was age 79 or younger when the contract was continued, he or she will continue to be eligible for the Enhanced Death Benefit. If your spouse is over age 79 but younger than age 86 when the contract was continued, he or she will be eligible for the ROPP death benefit. If your spouse is age 86 or older when the contract was continued, he or she will be eligible for the CV Death Benefit.

For an example of how each death benefit is calculated, see Appendix C.

### Original Contract:

(applications signed prior to Nov. 30, 2009 or in states where the Current Contract was not available)

We will pay the death benefit to your beneficiary upon the earlier of your death or the annuitant's death. If a contract has more than one person as the owner or annuitant, we will pay the benefits upon the first to die of any owner or the annuitant. The basic death benefit available under your contract at contract issue is the ROP Death Benefit. In addition to the ROP Death Benefit, we also offer the following optional death benefits at contract issue:

- MAV Death Benefit;
- 5% Accumulation Death Benefit; or
- Enhanced Death Benefit.

If it is available in your state and if both you and the annuitant are age 79 or younger at contract issue, you can elect any one of the above death benefits. If either you or the annuitant are age 80 or older at contract issue, the ROP Death Benefit will apply. Once you elect a death benefit, you cannot change it. We show the death benefit that applies in your contract on your contract's data page. The death benefit you select determines the mortality and expense risk fee that is assessed against the subaccounts. (See "Charges — Mortality and Expense Risk Fee.")

We will base the benefit paid on the death benefit coverage you chose when you purchased the contract.

### Here are some terms used to describe the death benefits:

$$\text{Adjusted partial surrenders (calculated for ROP and MAV Death Benefits)} = \frac{\text{PS} \times \text{DB}}{\text{CV}}$$

PS = the amount by which the contract value is reduced as a result of the partial surrender.

DB = the applicable ROP value or MAV on the date of (but prior to) the partial surrender.

CV = contract value on the date of (but prior to) the partial surrender.

### Return of Purchase Payments (ROP) Death Benefit

The ROP Death Benefit is the basic death benefit on the contract that will pay your beneficiaries no less than your purchase payments, adjusted for surrenders. If you or the annuitant die before the annuitization start date and while this contract is in force, the death benefit will be the greater of these two values, minus any applicable rider charges:

1. contract value; or
2. total purchase payments applied to the contract minus adjusted partial surrenders.

The ROP Death Benefit will apply unless you select one of the alternative death benefits described immediately below.

**If available in your state and both you and the annuitant are age 79 or younger at contract issue, you may select one of the death benefits described below at the time you purchase your contract. The death benefits do not provide any additional benefit before the first contract anniversary and may not be appropriate for certain older issue ages because the benefit values may be limited after age 80. Be sure to discuss with your investment professional whether or not these death benefits are appropriate for your situation.**

### Maximum Anniversary Value (MAV) Death Benefit

The MAV Death Benefit provides that if you or the annuitant die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these three values, minus any applicable rider charges:

1. contract value;
2. total purchase payments applied to the contract minus adjusted partial surrenders; or
3. the MAV on the date of death.

**Maximum Anniversary Value (MAV):** is zero prior to the first contract anniversary. On the first contract anniversary, we set the MAV as the greater of these two values:

- (a) current contract value; or
- (b) total purchase payments applied to the contract minus adjusted partial surrenders.

Thereafter, we increase the MAV by any additional purchase payments and reduce the MAV by adjusted partial surrenders. Every contract anniversary after that prior to the earlier of your or the annuitant's 81st birthday, we compare the MAV to the current contract value and we reset the MAV to the higher amount.

### 5% Accumulation Death Benefit

The 5% Accumulation Death Benefit provides that if you or the annuitant die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these three values, minus any applicable rider charges:

1. contract value;
2. total purchase payments applied to the contract minus adjusted partial surrenders; or
3. the 5% variable account floor.

The key terms and provisions of the 5% Accumulation Death Benefit are:

**5% Variable Account Floor:** is the sum of the value of the GPAs, the one-year fixed account and the variable account floor. There is no variable account floor prior to the first contract anniversary. On the first contract anniversary, we establish the variable account floor as:

- the amounts allocated to the subaccounts and the DCA fixed account at issue increased by 5%;
- plus any subsequent amounts allocated to the subaccounts and the DCA fixed account;
- minus adjusted transfers and partial surrenders from the subaccounts or the DCA fixed account.

Thereafter, we continue to add subsequent purchase payments allocated to the subaccounts or the DCA fixed account and subtract adjusted transfers and partial surrenders from the subaccounts or the DCA fixed account. On each contract anniversary after the first, through age 80, we add an amount to the variable account floor equal to 5% of the prior anniversary's variable account floor. We stop adding this amount after you or the annuitant reach age 81 or after the earlier of your or the annuitant's death.

$$\text{5\% variable account floor adjusted transfers or partial surrenders} = \frac{\text{PST} \times \text{VAF}}{\text{SAV}}$$

PST = the amount by which the contract value in the subaccounts and the DCA fixed account is reduced as a result of the partial surrender or transfer from the subaccounts or the DCA fixed account.

VAF = variable account floor on the date of (but prior to) the transfer or partial surrender.

SAV = value of the subaccounts and the DCA fixed account on the date of (but prior to) the transfer or partial surrender.

The amount of purchase payments surrendered or transferred from any subaccount or fixed account (if applicable) or GPA account is calculated as (a) times (b) where:

- (a) is the amount of purchase payments in the account or subaccount on the date of but prior to the current surrender or transfer; and
- (b) is the ratio of the amount of contract value transferred or surrendered from the account or subaccount to the value in the account or subaccount on the date of (but prior to) the current surrender or transfer.

For contracts issued in New Jersey, the cap on the variable account floor is 200% of the sum of the purchase payments allocated to the subaccounts and the DCA fixed account that have not been surrendered or transferred out of the subaccounts or DCA fixed account.

**NOTE:** The 5% variable account floor is calculated differently and is not the same value as the Income Assurer Benefit 5% variable account floor.

## **Enhanced Death Benefit (EDB)**

The Enhanced Death Benefit provides that if you or the annuitant die while the contract is in force and before the annuitization start date, the death benefit will be the greatest of these four values, minus any applicable rider charges:

1. contract value;
2. total purchase payments applied to the contract minus adjusted partial surrenders;
3. the MAV on the date of death as described above; or
4. the 5% variable account floor as described above.

For an example of how each death benefit is calculated, see Appendix C.

## **If You Die Before the Annuitization Start Date**

When paying the beneficiary, we will process the death claim on the valuation date our death claim requirements are fulfilled. We will determine the contract's value using the accumulation unit value we calculate on that valuation date. We pay interest, if any, at a rate no less than required by law. We will mail payment to the beneficiary within seven days after our death claim requirements are fulfilled.

### **Nonqualified annuities**

#### **For the Current Contract:**

If your spouse is sole beneficiary and you die before the annuitization start date, your spouse may keep the contract as owner with the contract value equal to the death benefit that would otherwise have been paid (without regard to the Full Surrender Value). To do this your spouse must, on the date our death claim requirements are fulfilled, give us written instructions to continue the contract as owner.

There will be no surrender charges on the contract from that point forward unless additional purchase payments are made. If you elected any optional contract features or riders, your spouse will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract and the values may be reset. (see "Optional Benefits" and "Benefits in the Case of Death"). If the death benefit applicable to the contract changes due to spousal continuation, the mortality and expense risk fee may change as well (see "Charges — Mortality and Expense Risk Fee").

If your beneficiary is not your spouse, or your spouse does not elect spousal continuation, we will pay the beneficiary in a single sum unless you give us other written instructions. Generally, we must fully distribute the death benefit within five years of your death. However, the beneficiary may receive payouts under any annuity payout plan available under this contract if:

- the beneficiary elects in writing, and payouts begin no later than one year after your death, or other date as permitted by the IRS; and
- the payout period does not extend beyond the beneficiary's life or life expectancy.

#### **For the Original Contract:**

If your spouse is sole beneficiary and you die before the annuitization start date, your spouse may keep the contract as owner with the contract value equal to the death benefit that would otherwise have been paid. To do this your spouse must, on the date our death claim requirements are fulfilled, give us written instructions to continue the contract as owner.

There will be no surrender charges on the contract from that point forward unless additional purchase payments are made. If you elected any optional contract features or riders, your spouse and the new annuitant (if applicable) will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract and the values may be reset. (See "Optional Benefits" and "Optional Death Benefits".)

If your beneficiary is not your spouse, or your spouse does not elect spousal continuation, we will pay the beneficiary in a single sum unless you give us other written instructions. Generally, we must fully distribute the death benefit within five years of your death. However, the beneficiary may receive payouts under any annuity payout plan available under this contract if:

- the beneficiary elects in writing, and payouts begin no later than one year after your death, or other date as permitted by the IRS; and
- the payout period does not extend beyond the beneficiary's life or life expectancy.

### **Qualified annuities**

#### **For the Current Contract:**

- **Spouse beneficiary:** If you have not elected an annuity payout plan, and if your spouse is the sole beneficiary, your spouse may either elect to treat the contract as his/her own, so long as he or she is eligible to do so, or elect an

annuity payout plan or another plan agreed to by us. If your spouse elects a payout option, the payouts must begin no later than the year in which you would have reached age 70½. If you attained age 70½ at the time of death, payouts must begin no later than Dec. 31 of the year following the year of your death.

Your spouse may elect to assume ownership of the contract with the contract value equal to the death benefit that would otherwise have been paid (without regard to the Full Surrender Value). To do this your spouse must, on the date our death claim requirements are fulfilled, give us written instructions to continue the contract as owner. There will be no surrender charges on the contract from that point forward unless additional purchase payments are made. If you elected any optional contract features or riders, your spouse will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract and the values may be reset (see “Optional Benefits”, “Optional Death Benefits” and “Benefits in the Case of Death”). If the death benefit applicable to the contract changes due to spousal continuation, the mortality and expense risk fee may change as well (see “Charges — Mortality and Expense Risk Fee”). If your spouse is the sole beneficiary and elects to treat the contract his/her own as an inherited IRA, the *SecureSource Stages* and *SecureStages 2* riders will terminate.

If you purchased this contract as an inherited IRA and your spouse is the sole beneficiary, he or she can elect to continue this contract as an inherited IRA.

If you purchased this contract as an inherited IRA and your spouse is not the sole beneficiary, he or she can elect an alternative payment plan for their share of the death benefit and all optional death benefits and living benefits will terminate. Your spouse must follow the schedule of minimum surrenders established based on your life expectancy.

- **Non-spouse beneficiary:** If you have not elected an annuity payout plan, and if death occurs prior to the year you would have attained age 70½, the beneficiary may elect to receive payouts from the contract over a five year period. If your beneficiary does not elect a five year payout or if your death occurs after attaining age 70½, we will pay the beneficiary in a single sum unless the beneficiary elects to receive payouts under any payout plan available under this contract if:
  - the beneficiary elects in writing, and payouts begin no later than one year following the year of your death; and
  - the payout period does not extend beyond the beneficiary’s life or life expectancy.

If a beneficiary elects an alternative payment plan which is an inherited IRA, all optional death benefits and living benefits will terminate. The beneficiary must submit the applicable investment options form. No additional purchase payments will be accepted. The death benefit payable on the death of the non-spouse beneficiary is the CV death benefit.

In the event of your beneficiary’s death, their beneficiary can elect to take a lump sum payment or to continue the alternative payment plan following the schedule of minimum surrenders established based on the life expectancy of your beneficiary.

#### **For the Original Contract:**

- **Spouse beneficiary:** If you have not elected an annuity payout plan, and if your spouse is the sole beneficiary, your spouse may either elect to treat the contract as his/her own, so long as he or she is eligible to do so, or elect an annuity payout plan or another plan agreed to by us. If your spouse elects a payout option, the payouts must begin no later than the year in which you would have reached age 70½. If you attained age 70½ at the time of death, payouts must begin no later than Dec. 31 of the year following the year of your death.

Your spouse may elect to assume ownership of the contract with the contract value equal to the death benefit that would otherwise have been paid. To do this your spouse must, on the date our death claim requirements are fulfilled, give us written instructions to continue the contract as owner. There will be no surrender charges on the contract from that point forward unless additional purchase payments are made. If you elected any optional contract features or riders, your spouse and the new annuitant (if applicable) will be subject to all limitations and/or restrictions of those features or riders just as if they were purchasing a new contract and the values may be reset. (See “Optional Benefits” and “Optional Death Benefits”.)
- **Non-spouse beneficiary:** If you have not elected an annuity payout plan, and if death occurs prior to the year you would have attained age 70½, the beneficiary may elect to receive payouts from the contract over a five year period. If your beneficiary does not elect a five year payout or if your death occurs after attaining age 70½, we will pay the beneficiary in a single sum unless the beneficiary elects to receive payouts under any payout plan available under this contract if:
  - the beneficiary elects in writing, and payouts begin no later than one year following the year of your death; and
  - the payout period does not extend beyond the beneficiary’s life or life expectancy.

If a beneficiary elects an alternative payment plan which is an inherited IRA, all optional death benefits and living benefits will terminate. The beneficiary must submit the applicable investment options form. No additional purchase payments will be accepted. The death benefit payable on the death of the non-spouse beneficiary is the CV death benefit.

In the event of your beneficiary's death, their beneficiary can elect to take a lump sum payment or to continue the alternative payment plan following the schedule of minimum surrenders established based on the life expectancy of your beneficiary.

- **Annuity payout plan:** If you elect an annuity payout plan which guarantees payouts to a beneficiary after death, the payouts to your beneficiary will continue pursuant to the annuity payout plan you elect.

## HOW WE HANDLE CONTRACTS UNDER UNCLAIMED PROPERTY LAWS

Every state has unclaimed property laws which generally declare annuity contracts to be abandoned after a period of inactivity of one to five years from either 1) the contract's maturity date (the latest day on which income payments may begin under the contract) or 2) the date the death benefit is due and payable. If a contract matures or we determine a death benefit is payable, we will use our best efforts to locate you or designated beneficiaries. If we are unable to locate you or a beneficiary, proceeds will be paid to the abandoned property division or unclaimed property office of the state in which the beneficiary or you last resided, as shown in our books and records, or to our state of domicile. Generally, this surrender of property to the state is commonly referred to as "escheatment". To avoid escheatment, and ensure an effective process for your beneficiaries, it is important that your personal address and beneficiary designations are up to date, including complete names, date of birth, current addresses and phone numbers, and taxpayer identification numbers for each beneficiary. Updates to your address or beneficiary designations should be sent to our Service Center.

Escheatment may also be required by law if a known beneficiary fails to demand or present an instrument or document to claim the death benefit in a timely manner, creating a presumption of abandonment. If your beneficiary steps forward (with the proper documentation) to claim escheated annuity proceeds, the state is obligated to pay any such proceeds it is holding.

For nonqualified annuities, non-spousal death benefits are generally required to be distributed and taxed within five years from the date of death of the owner/annuitant or the unclaimed death benefits will be presumed abandoned and subject to escheatment.

## Optional Benefits

The assets held in our general account support the guarantees under your contract, including optional death benefits and optional living benefits. To the extent that we are required to pay you amounts in addition to your contract value under these benefits, such amounts will come from our general account assets. You should be aware that our general account is exposed to the risks normally associated with a portfolio of fixed-income securities, including interest rate, option, liquidity and credit risk. You should also be aware that we issue other types of insurance and financial products as well, and we also pay our obligations under these products from assets in our general account. Our general account is not segregated or insulated from the claims of our creditors. The financial statements contained in the SAI include a further discussion of the risks inherent within the investments of the general account.

### Optional Living Benefits

#### *SecureSource Stages 2 Rider*

The *SecureSource Stages 2* rider is an optional benefit that you can add to your contract for an additional charge. This benefit is intended to provide to you, after the lifetime benefit is established, a specified withdrawal amount annually for life, even if your contract value is zero, subject to the terms and provisions described in this section. If the lifetime benefit is not established and contract value goes to zero due to a withdrawal, the contract and the rider will terminate. (see "Other provisions – Rules for Surrender"). Additionally, this benefit offers a credit feature to help in low or poor performing markets and a step up feature to lock in contract anniversary gains.

The *SecureSource Stages 2* rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract after the waiting period and wish to ensure that market performance will not adversely affect your ability to withdraw income over your lifetime. This rider may not be appropriate for you if you do not intend to limit withdrawals to the amount allowed in order to receive the full benefits of the rider.

Your benefits under the rider can be reduced if any of the following occurs:

- If you take any withdrawals during the 1-year waiting period, the lifetime benefit amount will be determined using percentage B for the appropriate age band as long as rider benefits are payable;
- If you withdraw more than the allowed withdrawal amount in a contract year, or you take withdrawals before the lifetime benefit is available;
- If you take a withdrawal and later choose to allocate your contract value to a fund of funds that is more aggressive than the target fund;

- If the contract value is 20% or more below purchase payments increased by any contract anniversary gains or rider credits and adjusted for withdrawals (see withdrawal adjustment base described below).

The *SecureSource Stages 2* rider guarantees that, regardless of investment performance, you may take withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first withdrawal will determine the age band for as long as benefits are payable except as described in the lifetime payment percentage provision.

As long as your total withdrawals during the current year do not exceed the lifetime benefit amount, you will not be assessed a surrender charge. If you withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and benefits will be reduced in accordance with excess withdrawal processing. At any time, you may withdraw any amount up to your entire surrender value, subject to excess withdrawal processing under the rider.

Subject to conditions and limitations, the rider also guarantees that you or your beneficiary will get back purchase payments you have made, increased by annual step-ups, through withdrawals over time. Any amount we pay in excess of your contract value is subject to our financial strength and claims-paying ability.

Subject to conditions and limitations, the lifetime benefit amount can be increased if a rider credit is available or your contract value has increased on a rider anniversary. The principal back guarantee can also be increased if your contract value has increased on a rider anniversary.

## AVAILABILITY

There are two optional *SecureSource Stages 2* riders available under your contract:

- *SecureSource Stages 2* — Single Life
- *SecureSource Stages 2* — Joint Life

The information in this section applies to both *SecureSource Stages 2* riders, unless otherwise noted.

For the purpose of this rider, the term “withdrawal” has the same meaning as the term “surrender” in the contract or any other riders

The *SecureSource Stages 2* — Single Life rider covers one person. The *SecureSource Stages 2* — Joint Life Rider covers two spouses jointly who are named at contract issue. You may elect only the *SecureSource Stages 2* — Single Life rider or the *SecureSource Stages 2* — Joint Life rider, not both, and you may not switch riders later. You must elect the rider when you purchase your contract. The rider effective date will be the contract issue date.

The *SecureSource Stages 2* rider is an optional benefit that you may select for an additional annual charge if:

- **Single Life:** you are 85 or younger on the date the contract is issued; or
- **Joint Life:** you and your spouse are 85 or younger on the date the contract is issued.

The *SecureSource Stages 2* riders are not available under an inherited qualified annuity.

The *SecureSource Stages 2* rider guarantees that after the waiting period, regardless of the investment performance of your contract, you will be able to withdraw up to a certain amount each year from the contract before the annuitization start date until:

- **Single Life:** death (see “At Death” heading below).
- **Joint Life:** the death of the last surviving covered spouse (see “Joint Life only: Covered Spouses” and “At Death” headings below).

## KEY TERMS

The key terms associated with the *SecureSource Stages 2* rider are:

**Age Bands:** Each age band is associated with a two lifetime payment percentages. The covered person (**Joint Life:** the younger covered spouse) must be at least the youngest age shown in the first age band for the annual lifetime payment to be established. After the annual lifetime payment is established, in addition to your age, other factors determine when you move to a higher age band.

**Annual Lifetime Payment (ALP):** the lifetime benefit amount available each contract year after the covered person (**Joint Life:** the younger covered spouse) has reached the youngest age in the first age band. After the waiting period, the annual withdrawal amount guaranteed by the rider can vary each contract year.

**Annual Step-Up:** an increase in the benefit base and/or the principal back guarantee and a possible increase in the lifetime payment percentage that is available each rider anniversary if your contract value increases, subject to certain conditions.

**Benefit Base (BB):** used to calculate the annual lifetime payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

**Credit Base (CB):** used to calculate the rider credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

**Excess Withdrawal:** (1) a withdrawal taken before the annual lifetime payment is established, or (2) a withdrawal that is greater than the remaining annual lifetime payment after the annual lifetime payment is established.

**Excess Withdrawal Processing:** a reduction in benefits if a withdrawal is taken before the annual lifetime payment is established or if a withdrawal exceeds the remaining annual lifetime payment.

**Lifetime Payment Percentage:** used to calculate your annual lifetime payment. Two percentages (“percentage A” and “percentage B”) are used for each age band. The difference between percentage A and percentage B is referred to as the income bonus. Percentage B is referred to as the minimum lifetime payment percentage.

**Principal Back Guarantee (PBG):** a guarantee that total withdrawals will not be less than purchase payments you have made, increased by annual step-ups, as long as there is no excess withdrawal or benefit reset.

**Remaining Annual Lifetime Payment (RALP):** as you take withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. After the annual lifetime payment is established, the RALP is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

**Rider Credit:** an amount that can be added to the benefit base on each of the first ten contract anniversaries based on a rider credit percentage of 8% for the first anniversary and 6% thereafter, as long as no withdrawals have been taken since the rider effective date and you do not decline any annual rider fee increase. Investment performance and excess withdrawals may reduce or eliminate the benefit of any rider credits. Rider credits may result in higher rider charges that may exceed the benefit from the credits.

**Waiting Period:** the period of time before you can take a withdrawal without limiting benefits under the rider. If you take any withdrawals during the waiting period, the lifetime benefit amount will be determined using percentage B, the minimum lifetime payment percentage, for the appropriate age band and percentage A, and therefore the income bonus, will not be available as long as rider benefits are payable. The waiting period starts on the rider effective date and ends on the day prior to the first anniversary.

**Withdrawal:** the amount by which your contract value is reduced as a result of any withdrawal request. It may differ from the amount of your request due to any surrender charge and any market value adjustment.

**Withdrawal Adjustment Base (WAB):** one of the components used to determine the lifetime payment percentage after the waiting period. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

## **IMPORTANT SECURESOURCE STAGES 2 RIDER CONSIDERATIONS**

You should consider whether a *SecureSource Stages 2* rider is appropriate for you taking into account the following considerations:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Benefit Limitations:** The lifetime benefit is subject to certain limitations, including but not limited to:
  - **Single Life:** Once the contract value equals zero, payments are made for as long as the covered person is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the first death of any owner even if the covered person is still living (see “At Death” heading below). This possibility may present itself when there are multiple contract owners — when one of the contract owners dies the lifetime benefit terminates even though other contract owners are still living.
  - **Joint Life:** Once the contract value equals zero, payments are made for as long as either covered spouse is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the death of the last surviving covered spouse (see “At Death” heading below).
- **Withdrawals:** Please consider carefully when you start taking withdrawals from this rider. If you take any withdrawals during the 1-year waiting period, the lifetime benefit amount will be determined using percentage B for the appropriate age band and percentage A, and therefore the income bonus, will not be available as long as rider benefits are payable. Any withdrawals in the first 10 years will terminate any remaining rider credits. Also, if you withdraw more than the allowed withdrawal amount in a contract year or take withdrawals before the lifetime benefit is available (“excess withdrawal”), the guaranteed amounts under the rider will be reduced.
- **Investment Allocation Restriction:** You must elect one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity



markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds” section.) We reserve the right to add, remove or substitute approved investment options at any time and in our sole discretion in the future. This requirement limits your choice of investment options. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the regular fixed account that are available under the contract to contract owners who do not elect the rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.”) You may allocate purchase payments to the Special DCA fixed account, when available, and we will make monthly transfers into the investment option you have chosen. You may make two elective investment option changes per contract year; we reserve the right to limit elective investment option changes if required to comply with the written instructions of a fund (see “Market Timing”).

The following provisions apply to contracts invested in a Portfolio Navigator fund:

- You can allocate your contract value to any available Portfolio Navigator fund during the following times: (1) prior to your first withdrawal and (2) following a benefit reset due to an investment option change as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your investment option to any available investment option.
- Immediately following a withdrawal your contract value will be reallocated to the target investment option classification as shown in your contract if your current investment option is more aggressive than the target investment option classification. This automatic reallocation is not included in the total number of allowed investment option changes per contract year. The target investment option is currently the Moderate investment option. We reserve the right to change the target investment option to an investment option classification that is more aggressive than the Moderate investment option after 30 days written notice.
- After you have taken a withdrawal and prior to any benefit reset, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option or any investment option that is more conservative than the target investment option without a benefit reset as described below. If you are in a withdrawal phase and you choose to allocate your contract value to an investment option that is more aggressive than the target investment option, you will be in the accumulation phase again and your rider benefit will be reset as follows:
  1. the BB, PBG and WAB will be reset to the contract value, if less than their current amount; and
  2. the ALP and RALP, if available, will be recalculated.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **Non-Cancelable:** Once elected, the *SecureSource Stages 2* rider may not be cancelled (except as provided under “Rider Termination” heading below) and the charge will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below).

Dissolution of marriage does not terminate the *SecureSource Stages 2* — Joint Life rider and will not reduce the fee we charge for this rider. The benefit under the *SecureSource Stages 2* — Joint Life rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural or revocable trust ownership). The rider will terminate at the death of the contract owner because the original covered spouse will be unable to elect the spousal continuation provision of the contract (see “Joint Life only: Covered Spouses” below).

- **Joint Life:** Limitations on Contract Owners, Annuitants and Beneficiaries: Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal option to continue the contract upon the owner’s death provision, only ownership arrangements that permit such continuation are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary.

You are responsible for establishing ownership arrangements that will allow for spousal continuation.

If you select the *SecureSource Stages 2* — Joint Life rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse cannot utilize the spousal continuation provision of the contract when the death benefit is payable.

- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments (subject to state restrictions), which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see “Buying Your Contract —Purchase Payments”.
- **Interaction with Total Free Amount (FA) contract provision:** The FA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The FA may be greater than the remaining annual lifetime payment under this rider. Any amount you withdraw under the contract’s FA provision that exceeds the remaining annual lifetime payment is subject to the excess withdrawal processing described below.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Tax Considerations for Nonqualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see “Taxes — Nonqualified Annuities”). Withdrawals are taxable income to the extent of earnings. Withdrawals of earnings before age 59½ may also incur a 10% IRS early withdrawal penalty. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD during the waiting period the lifetime benefit amount will be determined using percentage B for as long as rider benefits are payable. While the rider permits certain excess withdrawals to be taken for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. See Appendix F for additional information.
- **Treatment of non-spousal distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see “Taxes — Other — Spousal status” section of this prospectus.

### LIFETIME BENEFIT DESCRIPTION

**Single Life only: Covered Person:** the person whose life is used to determine when the annual lifetime payment is established, and the duration of the ALP payments (see “Annual Lifetime Payment (ALP)” heading below). The covered person is the oldest contract owner. If any owner is a nonnatural person (e.g., an irrevocable trust or corporation) or a revocable trust, the covered person is the oldest annuitant.

**Joint Life only: Covered Spouses:** the contract owner and his or her legally married spouse as defined under federal law, as named on the application for as long as the marriage is valid and in effect. If any contract owner is a nonnatural person or a revocable trust, the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the annual lifetime payment is established, and the duration of the ALP payments (see “Annual Lifetime Payment (ALP)” heading below). The covered spouses are established on the rider effective date and cannot be changed.

**Annual Lifetime Payment (ALP):** the lifetime benefit amount available each contract year after the covered person (**Joint Life:** younger covered spouses) has reached age 50. When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the lifetime payment percentage. Anytime the lifetime payment percentage or BB changes as described below, the ALP will be recalculated. After the waiting period and when the ALP is established, the first withdrawal taken in each contract year will set and fix the lifetime payment percentage for the remainder of the contract year.

If you withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

**Single Life:** The ALP is established on the later of the rider effective date if the covered person has reached age 50, or the date the covered person’s attained age equals age 50.

**Joint Life:** The ALP is established on the earliest of the following dates:

- The rider effective date if the younger covered spouse has already reached age 50.
- The date the younger covered spouse’s attained age equals age 50.
- Upon the first death of a covered spouse, then either: (a) the date we receive a written request when the death benefit is not payable and the surviving covered spouse has already reached age 50, (b) the date spousal continuation is effective when the death benefit is payable and the surviving covered spouse has already reached age 50, or (c) the date the surviving covered spouse reaches age 50.
- Following dissolution of marriage of the covered spouses, then either (a) the date we receive a written request if the remaining covered spouse who is the owner (or annuitant in the case of nonnatural or revocable trust ownership) has already reached age 50, or (b) the date the remaining covered spouse who is the owner (or annuitant in the case of nonnatural or revocable trust ownership) reaches age 50.

**Remaining Annual Lifetime Payment (RALP):** the annual lifetime payment guaranteed for withdrawal for the remainder of the contract year. The RALP is established at the same time as the ALP. The RALP equals the ALP less all withdrawals in the current contract year, but it will not be less than zero.

**Lifetime Payment Percentage:** used to calculate the annual lifetime payment. Two percentages are used for a given age band, percentage A or percentage B, depending on the factors described below.

For ages:

- 50-58, percentage A is 4% and percentage B is 3%.
- 59-64, percentage A is 5% and percentage B is 4%.
- 65-79, percentage A is 6% and percentage B is 5%.
- 80 and older, percentage A is 7% and percentage B is 6%.

The age band for the lifetime payment percentage is determined at the following times:

- When the ALP is established: The age band used to calculate the initial ALP is the percentage for the covered person's attained age (**Joint Life:** younger covered spouse's attained age).
- On the covered person's subsequent birthdays (**Joint Life:** younger covered spouse's subsequent birthdays): Except as noted below, if the covered person's new attained age (**Joint Life:** younger covered spouse's attained age) is in a higher age band, then the higher age band will be used to determine the appropriate lifetime payment percentage. (However, if you decline any rider fee increase or if a withdrawal has been taken since the ALP was established, then the lifetime payment percentage will not change on subsequent birthdays.)
- Upon annual step ups (see "Annual step ups" below).
- For the Joint life rider, upon death or change in marital status: In the event of death or dissolution of marriage: (A) If no withdrawal has been taken since the ALP was established and no rider fee increase has been declined, the lifetime payment percentage will be reset based on the Age Band for the remaining covered spouse's attained age. (B) If the ALP is not established but the remaining covered spouse has reached the youngest age in the first Age Band, the remaining covered spouse's attained age will be used to determine the age band for the lifetime payment percentage. In the event of remarriage of the covered spouses to each other, the lifetime payment percentage used is the percentage for the younger covered spouse's attained age.

The following determines whether percentage A or percentage B is used for each applicable age band:

During the waiting period, percentage B will be used. If you take a withdrawal in the waiting period, percentage B will be used and the income bonus will not be available for as long as rider benefits are payable.

If no withdrawal is taken during the waiting period, after the waiting period a comparison of your contract value and the withdrawal adjustment base (WAB) determines whether percentage A or percentage B is used to calculate the ALP unless the percentage is fixed as described below. Market volatility, a prolonged flat, low or down market, rider credits, and the deduction of charges all impact whether you are eligible for percentage A or percentage B. On each valuation date, if the benefit determining percentage is less than the 20% adjustment threshold, then percentage A is used in calculating your ALP, otherwise percentage B is used. The benefit determining percentage is calculated as follows, but it will not be less than zero:

**1 - (a/b)** where:

a = Contract value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established and after the waiting period, the first withdrawal taken in each contract year will set and fix the lifetime payment percentage for the remainder of the contract year. Beginning on the next rider anniversary, the lifetime payment percentage can change on each valuation day as described above until a withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below Percentage A and Percentage B will be set and remain fixed as long as the benefit is payable:

- if the ALP is established, when your contract value on a rider anniversary is less than two times the benefit base (BB) multiplied by percentage B for your current age band, or
- when the contract value reduces to zero, or
- on the date of death (**Joint Life:** remaining covered spouse's date of death) when a death benefit is payable.

For certain periods of time at our discretion and on a non-discriminatory basis, your lifetime payment percentage may be set by us to percentage A if more favorable to you.

**Determination of Adjustments of Benefit Values:** Your lifetime benefit values (benefit base (BB), credit base (CB) and withdrawal adjustment base (WAB)) and principal back guarantee (PBG) are determined at the following times and are subject to a maximum amount of \$10 million each:

- On the contract date: The WAB, CB, BB and PBG are set equal to the initial purchase payment.

- When an additional purchase payment is made: If the WAB and CB are greater than zero, the WAB and CB will be increased by the amount of each additional purchase payment. The BB and PBG will be increased by the amount of each additional purchase payment.
- When a withdrawal is taken: If the CB is greater than zero, the CB will be permanently reset to zero when the first withdrawal is taken, and there will be no additional rider credits.

When a withdrawal is taken:

- If the first withdrawal is taken during the waiting period, the WAB will be permanently reset to zero. If the first withdrawal is taken after the waiting period, the WAB will be reduced by the “adjustment for withdrawal,” as defined below.
- If the ALP is established and the withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the withdrawal, but it will not be less than zero.
- If the ALP is not established, excess withdrawal processing will occur as follows. The BB will be reduced by the “adjustment for withdrawal,” and the PBG will be reduced by the greater of the amount of the withdrawal or the “adjustment for withdrawal,” but it will not be less than zero.
- If the ALP is established and the withdrawal is greater than the RALP, excess withdrawal processing will occur as follows:

The PBG will be reset to the lesser of:

- the PBG reduced by the amount of the withdrawal, but it will not be less than zero; or
- the PBG minus the RALP on the date of (but prior to) the withdrawal and further reduced by an amount calculated as follows, but it will not be less than zero:

$$\frac{a \times b}{c} \text{ where:}$$

**a** = the amount of the withdrawal minus the RALP

**b** = the PBG minus the RALP on the date of (but prior to) the withdrawal

**c** = the contract value on the date of (but prior to) the withdrawal minus the RALP

The BB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \text{ where:}$$

**d** = the amount of the withdrawal minus the RALP

**e** = the BB on the date of (but prior to) the withdrawal

**f** = the contract value on the date of (but prior to) the withdrawal minus the RALP.

**Adjustment for Withdrawal Definition:** When the WAB, PBG or BB is reduced by a withdrawal in the same proportion as the contract value is reduced, the proportional amount deducted is the “adjustment for withdrawal.” The “adjustment for withdrawal” is calculated as follows:

$$\frac{g \times h}{i} \text{ where:}$$

**g** = the amount the contract value is reduced by the withdrawal

**h** = the WAB, BB or PBG (as applicable) on the date of (but prior to) the withdrawal

**i** = the contract value on the date of (but prior to) the withdrawal.

**Rider Anniversary Processing:** The following describes how the WAB, BB and PBG are calculated on rider anniversaries, subject to the maximum amount of \$10 million for each, and how the lifetime payment percentage can change on rider anniversaries.

- **The WAB on rider anniversaries:** Unless the WAB is permanently reset to zero or you decline any rider fee increase, the WAB (after any rider credit is added) will be increased to the contract value, if the contract value is greater.
- **Rider Credits:** If you did not take any withdrawals and you did not decline any rider fee increase, rider credits are available for the first ten contract anniversaries. On the first anniversary, the rider credit equals the credit base (CB) 180 days following the rider effective date multiplied by 8%. On any subsequent anniversaries, the rider credit equals the CB as of the prior rider anniversary multiplied by 6%. On the first anniversary the BB and WAB will be set to the greater of the current BB, or the BB 180 days following the contract date increased by the rider credit and any additional purchase payments since 180 days following the rider effective date. On any subsequent rider credit dates the BB and WAB will be set to the greater of the current BB, or the BB on the prior anniversary increased by the rider

credit and any additional purchase payments since the prior anniversary. If the CB is greater than zero, the CB will be permanently reset to zero on the 10th rider anniversary after any adjustment to the WAB and BB, and there will be no additional rider credits.

- **Annual step ups:** Beginning with the first rider anniversary, an annual step-up may be available. If you decline any rider fee increase, future annual step-ups will no longer be available.

The annual step-up will be executed on any rider anniversary where the contract value (after charges are deducted) is greater than the PBG or the BB after any rider credit is added. If an annual step-up is executed, the PBG, BB and lifetime payment percentage will be adjusted as follows: The PBG will be increased to the contract value, if the contract value is greater. The BB (after any rider credit is added) will be increased to the contract value, if the contract value is greater. If the covered person's attained age (Joint Life: younger covered spouses attained age) on the rider anniversary is in a higher age band and (1) there is an increase to BB due to a step-up or (2) the BB is at the maximum of \$10,000,000 so there was no step-up of the BB, then the higher age band will be used to determine the appropriate lifetime payment percentage, regardless of any prior withdrawals.

## OTHER PROVISIONS

**Required Minimum Distributions (RMD):** If you are taking RMDs from your contract and your RMD calculated separately for your contract is greater than the remaining annual lifetime payment on the most recent contract anniversary, the portion of your RMD that exceeds the benefit amount will not be subject to excess withdrawal processing provided that the following conditions are met:

- The annual lifetime payment is established;
- The RMD is for your contract alone;
- The RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- The RMD amount is otherwise based on the requirements of section 401(a) (9), related Code provisions and regulations thereunder that were in effect on the contract date.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing. If any withdrawal is taken in the waiting period, including RMDs, Percentage B for the applicable age band will be used as long as rider benefits are payable. Any withdrawals taken before the annual lifetime payment is established or withdrawing amounts greater than the remaining annual lifetime payment that do not meet these conditions will result in excess withdrawal processing. The amount in excess of the RALP that is not subject to excess withdrawal processing will be recalculated if the ALP changes due to lifetime payment percentage changes. See Appendix E for additional information.

### **Spousal Option to Continue the Contract upon Owner's Death (Spousal Continuation):**

**Single Life:** If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the *SecureSource Stages 2* — Single Life rider terminates.

**Joint Life:** If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the *SecureSource Stages 2* — Joint Life rider also continues. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. The surviving covered spouse can name a new beneficiary; however, a new covered spouse cannot be added to the rider.

Unless you decline a rider fee increase, at the time of spousal continuation, a step-up may be available. All annual step-up rules (see "Rider Anniversary Processing — Annual Step-Up" heading above) also apply to the spousal continuation step-up except that the RALP will be reduced for any prior withdrawals in that contract year. The WAB, if greater than zero, will be increased to the contract value if the contract value is greater. The spousal continuation step-up is processed on the valuation date spousal continuation is effective.

**Rules for Surrender:** Minimum contract values following surrender no longer apply to your contract. For withdrawals, the withdrawal will be taken from all accounts and the variable subaccounts in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be taken.

If your contract value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional rider credits. Also, the following will occur:

- If the ALP is not established and if the contract value is reduced to zero as a result of market performance, fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the covered person (**Joint Life:** both covered spouses).
- If the ALP is established and if the contract value is reduced to zero as a result of market performance, fees or charges, or as a result of a withdrawal that is less than or equal to the RALP, then the owner will receive the ALP paid annually until the death of the covered person (**Joint Life:** both covered spouses).

In either case above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
- We will no longer accept additional purchase payments.
- No more charges will be collected for the rider.
- The current ALP is fixed for as long as payments are made.
- The death benefit becomes the remaining schedule of annual lifetime payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the contract value falls to zero.
- The amount paid in the current contract year will be reduced for any prior withdrawals in that contract year.
- If the ALP is not established and if the contract value is reduced to zero as a result of a withdrawal taken before the ALP is established, this rider and the contract will terminate.
- If the ALP is established and if the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP, this rider and the contract will terminate.

**At Death:**

**Single Life:** If the contract is jointly owned and an owner dies when the contract value is greater than zero, the lifetime benefit for the covered person will cease even if the covered person is still living or if the contract is continued under the spousal continuation option.

**Joint Life:** If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation option to continue the lifetime benefit. If spousal continuation is not available, the rider terminates. The lifetime benefit ends at the death of the surviving covered spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- elect to take the principal back guarantee available under this rider, or
- continue the contract and the *SecureSource Stages 2 — Joint Life* rider under the spousal continuation option.

For single and joint life, the beneficiary may elect the principal back guarantee under this rider if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary's life or life expectancy. If elected, the following will occur:

1. If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG on the date of death.
2. If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the lifetime payment percentage used for the youngest age of the covered spouses in the first age band will be paid annually until total payments to the beneficiary are equal to the PBG on the date of death.

In either of the above cases:

- After the date of death, there will be no additional rider credits or annual step-ups.
  - The lifetime payment percentage used will be set as of the date of death.
  - The amount paid in the current contract year will be reduced for any prior withdrawals in that year.
3. On the date of death (**Joint Life:** remaining covered spouse's date of death), if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional rider credits.
  4. If the PBG equals zero, the benefit terminates. No further payments are made.

**Contract Ownership Change:**

**Single Life:** If allowed by state law, change of ownership is subject to our approval. If there is a change of ownership and the covered person remains the same, the rider continues with no change to any of the rider benefits. Effective May 1, 2016, joint ownership and joint annuitants are not allowed except for contracts issued in California. If there is a change of ownership and the covered person would be different, the rider terminates.

**Joint Life:** Ownership changes are only allowed between the covered spouses or their revocable trust(s) and are subject to our approval, if allowed by state law. No other ownership changes are allowed as long as the rider is in force.

**Assignment:** If allowed by state law, an assignment is subject to our approval.

**Annuity Provisions:** If your annuitization start date is the maximum annuitization start date, you can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the *SecureSource Stages 2* rider. Under the rider's payout option, the minimum amount payable shown in Table B, will not apply and you will receive the annual lifetime payment provided by this rider until the later of the death of the covered person (Joint Life: both covered spouses) or depletion of the principal back guarantee. If you choose to receive the ALP,

the amount payable each year will be equal to the annual lifetime payment on the annuitization start date. The amount paid in the current contract year will be reduced for any prior withdrawals in that year. These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, we have the right to change the frequency, but no less frequently than annually. For more information about annuity payout plans, please see “The Annuity Payout Period - Annuity Payout Plans.”

If you choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the annuitization start date except for the PBG.

## RIDER TERMINATION

The *SecureSource Stages 2* rider cannot be terminated either by you or us except as follows:

- **Single Life:** a change of ownership that would result in a different covered person will terminate the rider.
- **Single Life:** after the death benefit is payable, the rider will terminate.
- **Single Life:** spousal continuation will terminate the rider.
- **Joint Life:** After the death benefit is payable the rider will terminate if anyone other than a covered spouse continues the contract. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate.
- On the annuitization start date, the rider will terminate.
- You may terminate the rider if your annual rider fee after any increase is more than 0.25 percentage points higher than your fee before the increase. (see “Charges — *SecureSource Stages 2* rider charge”).
- When the contract value is zero and either the annual lifetime payment is not established or a withdrawal in excess of the remaining annual lifetime payment is taken, the rider will terminate.
- Termination of the contract for any reason will terminate the rider.

For an example, see Appendix D.

## Accumulation Protector Benefit Rider

The Accumulation Protector Benefit rider is an optional benefit, available for contract applications signed on or after May 3, 2010, that you may select for an additional charge. We have offered a different version of the Accumulation Protector Benefit rider for the Original Contract with applications signed prior to June 1, 2009. The description of the Accumulation Protector Benefit rider in this section applies to both Original and Current contracts unless noted otherwise. The Accumulation Protector Benefit rider specifies a waiting period that ends on the benefit date. The Accumulation Protector Benefit rider provides a one-time adjustment to your contract value on the benefit date if your contract value is less than the Minimum Contract Accumulation Value (defined below) on that benefit date. On the benefit date, if the contract value is equal to or greater than the Minimum Contract Accumulation Value, as determined under the Accumulation Protector Benefit rider, the Accumulation Protector Benefit rider ends without value and no benefit is payable.

If the contract value falls to zero as the result of adverse market performance or the deduction of fees and/or charges at any time during the waiting period and before the benefit date, the contract and all riders, including the Accumulation Protector Benefit rider will terminate without value and no benefits will be paid. **Exception:** if you are still living on the benefit date, we will pay you an amount equal to the Minimum Contract Accumulation Value as determined under the Accumulation Protector Benefit rider on the valuation date your contract value reached zero.

For the Current Contract, if you are (or if the owner is a non-natural person, then the annuitant is) age 80 or younger at contract issue and this rider is available in your state, you may elect the Accumulation Protector Benefit rider at the time you purchase your contract and the rider effective date will be the contract issue date. For the Original Contract, you may have elected the Accumulation Protector Benefit rider at the time you purchased your contract and the rider effective date was the contract issue date. The Accumulation Protector Benefit rider may not be terminated once you have elected it except as described in the “Terminating the Rider” section below. An additional charge for the Accumulation Protector Benefit rider will be assessed annually during the waiting period. The rider ends when the waiting period expires and no further benefit will be payable and no further charges for the rider will be deducted. After the waiting period, you have the following options:

- Continue your contract;
- Take partial surrenders or make a full surrender; or
- Annuitize your contract.

The Accumulation Protector Benefit rider may not be purchased with the optional *SecureSource Stages 2* rider.

You should consider whether an Accumulation Protector Benefit rider is appropriate for you because:

- you must be invested in one of the approved investment options. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the regular fixed account that are available under the contract to other contract owners who do not elect this rider. You may allocate qualifying purchase payments to the Special DCA fixed account, when available (see “The Special DCA Fixed Account”), and we will make monthly transfers into the investment option you have chosen. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds”);
- you may not make additional purchase payments to your contract during the waiting period after the first 180 days immediately following the effective date of the Accumulation Protector Benefit rider. Some exceptions apply (see “Additional Purchase Payments with Elective Step up” below). In addition, we reserve the right to change these additional purchase payment limitations, including making further restrictions, upon written notice;
- if you purchase this contract as a qualified annuity, for example, an IRA, you may need to take partial surrenders from your contract to satisfy the RMDs under the Code. Partial surrenders, including those used to satisfy RMDs, will reduce any potential benefit that the Accumulation Protector Benefit rider provides. You should consult your tax advisor if you have any questions about the use of this rider in your tax situation;
- if you think you may surrender all of your contract value before you have held your contract with this benefit rider attached for 10 years, or you are considering selecting an annuity payout option within 10 years of the effective date of your contract, you should consider whether this optional benefit is right for you. You must hold the contract a minimum of 10 years from the effective date of the Accumulation Protector Benefit rider, which is the length of the waiting period under the Accumulation Protector Benefit rider, in order to receive the benefit, if any, provided by the Accumulation Protector Benefit rider. In some cases, as described below, you may need to hold the contract longer than 10 years in order to qualify for any benefit the Accumulation Protector Benefit rider may provide;
- the 10 year waiting period under the Accumulation Protector Benefit rider will restart if you exercise the elective step up option (described below) or your surviving spouse exercises the spousal continuation elective step up (described below); and
- the 10 year waiting period under the Accumulation Protector Benefit rider may be restarted if you elect to change your investment option to one that causes the Accumulation Protector Benefit rider charge to increase (see “Charges”).

Be sure to discuss with your investment professional whether an Accumulation Benefit rider is appropriate for your situation.

**Here are some general terms that are used to describe the operation of the Accumulation Protector Benefit:**

**Benefit Date:** This is the first valuation date immediately following the expiration of the waiting period.

**Minimum Contract Accumulation Value (MCAV):** An amount calculated under the Accumulation Protector Benefit rider. The contract value will be increased to equal the MCAV on the benefit date if the contract value on the benefit date is less than the MCAV on the benefit date.

**Adjustments for Partial Surrenders:** The adjustment made for each partial surrender from the contract is equal to the amount derived from multiplying (a) and (b) where:

- (a) is 1 minus the ratio of the contract value on the date of (but immediately after) the partial surrender to the contract value on the date of (but immediately prior to) the partial surrender; and
- (b) is the MCAV on the date of (but immediately prior to) the partial surrender.

**Waiting Period:** The waiting period for the rider is 10 years.

We reserve the right to restart the waiting period on the latest contract anniversary if you change your investment option after we have exercised our rights to increase the rider fee.

Your initial MCAV is equal to your initial purchase payment. It is increased by the amount of any subsequent purchase payments received within the first 180 days that the rider is effective. It is reduced by any adjustments for partial surrenders made during the waiting period.

**Automatic Step up**

On each contract anniversary after the effective date of the rider, the MCAV will be set to the greater of:

1. 80% of the contract value (after charges are deducted) on the contract anniversary; or
2. the MCAV immediately prior to the automatic step up.

The automatic step up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be surrendered or paid upon death. Rather, the automatic step up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.



The automatic step up of the MCAV does not restart the waiting period or increase the charge (although the total fee for the rider may increase).

### **Elective Step up Option**

Within thirty days following each contract anniversary after the rider effective date, but prior to the benefit date, you may notify us in writing that you wish to exercise the annual elective step up option. You may exercise this elective step up option only once per contract year during this 30 day period. If your contract value (after charges are deducted) on the valuation date we receive your written request to step up is greater than the MCAV on that date, your MCAV will increase to 100% of that contract value.

We may increase the fee for your rider (see “Charges — Accumulation Protector Benefit Rider Charge”). The revised fee would apply to your rider if you exercise the annual elective step up, your MCAV is increased as a result, and the revised fee is higher than your annual rider fee before the elective step up. Elective step ups will also result in a restart of the waiting period as of the most recent contract anniversary.

The elective step up does not create contract value, guarantee the performance of any investment option or provide any benefit that can be surrendered or paid upon death. Rather the elective step up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.

#### *For Original Contracts:*

We have the right to restrict the elective step up option on inherited IRAs, but we currently allow them. Please consider carefully if an elective step up is appropriate if you own an inherited IRA because the elective step up will restart the waiting period and the required minimum distributions for an inherited IRA may significantly decrease the future benefit payable under this rider. We reserve the right to restrict the elective step up option on inherited IRAs in the future.

The elective step up option is not available if the benefit date would be after the annuitization start date. See “The Annuitization Start Date” section for options available to you.

#### *For Current Contracts:*

The elective step up option is not available for inherited IRAs or if the benefit date would be after the annuitization start date. (see “The Annuitization Start Date” section for annuitization start date options)

### **Additional Purchase Payments with Annual Elective Step ups — Current Contract Only**

If your MCAV is increased as a result of elective step up, you have 180 days from the latest contract anniversary to make additional purchase payments, if allowed under the base contract. The MCAV will include the amount of any additional purchase payments received during this period. We reserve the right to change these additional purchase payment limitations.

### **Spousal Continuation**

If a spouse chooses to continue the contract under the spousal continuation provision, the rider will continue as part of the contract. Once, within the thirty days following the date of spousal continuation, the spouse may choose to exercise an elective step up. The spousal continuation elective step up is in addition to the annual elective step up. If the contract value on the valuation date we receive the written request to exercise this option is greater than the MCAV on that date, we will increase the MCAV to that contract value. If the MCAV is increased as a result of the elective step up and we have increased the charge for the Accumulation Protector Benefit rider, the spouse will pay the charge that is in effect on the valuation date we receive their written request to step up for the entire contract year. In addition, the waiting period will restart as of the most recent contract anniversary.

### **Change of Ownership or Assignment**

Subject to state limitations, a change of ownership or assignment is subject to our approval.

### **Terminating the Rider**

The rider will terminate under the following conditions:

The rider will terminate before the benefit date without paying a benefit on the date:

- you take a full surrender;
- annuitization begins;
- the contract terminates as a result of the death benefit being paid; or
- when a beneficiary elects an alternative payment plan which is an inherited IRA.

The rider will terminate on the benefit date.

For an example, see Appendix L.

## Optional Living Benefits

### (For contracts with application signed before July 19, 2010)

If you bought a contract before July 19, 2010 with an optional living benefit, please use the following table to review the disclosure that applies to the optional living benefit rider you purchased. If you are uncertain as to which optional living benefit rider you purchased, ask your investment professional, or contact us at the telephone number or address shown on the first page of this prospectus.

If you purchased a contract <sup>(1)</sup> ...	and you selected one of the following optional living benefits...	Disclosure for this benefit may be found in the following Appendix:
Before April 29, 2005	Guarantor Withdrawal Benefit ("Rider B")	Appendix J
April 29, 2005 – April 30, 2006	Guarantor Withdrawal Benefit ("Rider A")	Appendix J
May 1, 2006 – April 30, 2007	Guarantor Withdrawal Benefit for Life	Appendix I
Before May 1, 2007	Income Assurer Benefit	Appendix K
Before Aug. 10, 2009	<i>SecureSource</i> Rider	Appendix M
Before Nov. 30, 2009	<i>SecureSource 20</i> Rider	Appendix N
Before July 19, 2010	<i>SecureSource Stages</i> Rider	Appendix O

<sup>(1)</sup> These dates are approximate and will vary by state; your actual contract and any riders are the controlling documents.

## Optional Additional Death Benefits

### Benefit Protector Death Benefit Rider (Benefit Protector)

The Benefit Protector is intended to provide an additional benefit to your beneficiary to help offset expenses after your death such as funeral expenses or federal and state taxes. This is an optional benefit that you may select for an additional annual charge (see "Charges"). The Benefit Protector provides reduced benefits if you (Current Contract) or you or the annuitant (Original Contract) are 70 or older at the rider effective date. The Benefit Protector does not provide any additional benefit before the first rider anniversary.

If this rider is available in your state and you (Current Contract) or both you and the annuitant (Original Contract) are 75 or younger at contract issue, you may choose to add the Benefit Protector to your contract. You must elect the Benefit Protector at the time you purchase your contract and your rider effective date will be the contract issue date. You may not select this rider if you select the Benefit Protector Plus, the 5% Accumulation Death Benefit or Enhanced Death Benefit.

Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see "Taxes — Qualified Annuities — Required Minimum Distributions"). Since the benefit paid by the rider is determined by the amount of earnings at death, the amount of the benefit paid may be reduced as a result of taking any surrenders including RMDs. Be sure to discuss with your investment professional and tax advisor whether or not the Benefit Protector is appropriate for your situation.

The Benefit Protector provides that if you (Current Contract) or you or the annuitant (Original Contract) die after the first rider anniversary, but before the annuitization start date, and while this contract is in force, we will pay the beneficiary:

- the applicable death benefit, plus:
  - 40% of your earnings at death if you (Current Contract) or you and the annuitant (Original Contract) were under age 70 on the rider effective date; or
  - 15% of your earnings at death if you (Current Contract) or you or the annuitant (Original Contract) were 70 or older on the rider effective date.

For the Current Contract, if this rider is effective after the contract date or if there has been a covered life change, remaining purchase payment is established or set as the contract value on the rider effective date or, if later, the date of the most recent covered life change. Thereafter, remaining purchase payments is increased by the amount of each additional purchase payment and adjusted for each partial surrender.

**Earnings at death:** For purposes of the Benefit Protector and Benefit Protector Plus riders, this is an amount equal to the applicable death benefit minus remaining purchase payments (also referred to as purchase payments not previously surrendered under the Original Contract). Partial surrenders will come from any earnings before reducing purchase payments in the contract. The earnings at death may not be less than zero and may not be more than 250% of the purchase payments not previously surrendered that are one or more years old.

**Note:** Purchase payments not previously surrendered is calculated differently and is not the same value as purchase payments not previously surrendered used in the surrender charge calculation.

## **Terminating the Benefit Protector**

### **Current Contract:**

- You may terminate the rider within 30 days after the first rider anniversary.
- You may terminate the rider within 30 days after any rider anniversary beginning with the seventh rider anniversary.
- The rider will terminate when you make a full surrender from the contract or on the annuitization start date.
- Your spouse may terminate the rider within 30 days following the effective date of the spousal continuation if your spouse is age 75 or younger.
- A new owner may terminate the rider within 30 days following the effective date of an ownership change if the new owner is age 75 or younger.
- The rider will terminate for a spousal continuation or ownership change if the spouse or new owner is age 76 or older at the time of the change.
- The rider will terminate after the death benefit is payable, unless the spouse continues the contract under spousal continuation provision.
- The rider will terminate when a beneficiary elects an alternative payment plan which is an inherited IRA.

### **Original Contract:**

- You may terminate the rider within 30 days of the first rider anniversary.
- You may terminate the rider within 30 days of any rider anniversary beginning with the seventh rider anniversary.
- Our current administrative practice allows a new owner or your spouse to terminate the rider within 30 days following the effective date of the ownership change or spousal continuation.
- The rider will terminate when you make a full surrender from the contract or on the annuitization start date.
- The rider will terminate when a beneficiary elects an alternative payment plan which is an inherited IRA.

**If your spouse is the sole beneficiary** and you die before the annuitization start date, your spouse may keep the contract as owner. For Current Contract, your spouse will be subject to all the limitations and restrictions of the rider just as if they were purchasing a new contract and the age of the new spouse at the time of the change will be used to determine the earnings at death percentage going forward. If your spouse does not qualify for the rider on the basis of age we will terminate the rider. If they do qualify for the rider on the basis of age we will set the contract value equal to the death benefit that would otherwise have been paid (without regard to the Full Surrender Value) and we will substitute this new contract value on the date of death for “remaining purchase payments” used in calculating earnings at death.

For Current Contract, after a covered life change other than a spouse that continues the contract, the new owner will be subject to all the limitations and restrictions of the rider just as if they were purchasing a new contract and the age of the new owner at the time of the change will be used to determine the earnings at death percentage going forward. If the new owner does not qualify for the rider on the basis of age we will terminate the rider. If they do qualify for the rider on the basis of age we will substitute the contract value on the date of the ownership changes for remaining purchase payments used in calculating earnings at death.

For an example, see Appendix F.

## **Benefit Protector Plus Death Benefit Rider (Benefit Protector Plus)**

The Benefit Protector Plus is intended to provide an additional benefit to your beneficiary to help offset expenses after your death such as funeral expenses or federal and state taxes. This is an optional benefit that you may select for an additional annual charge (see “Charges”). The Benefit Protector Plus provides reduced benefits if you (Current Contract), or you or the annuitant (Original Contract) are 70 or older at the rider effective date. It does not provide any additional benefit before the first rider anniversary and it does not provide any benefit beyond what is offered under the Benefit Protector rider during the second rider year. Be sure to discuss with your investment professional whether or not the Benefit Protector Plus is appropriate for your situation.

If this rider is available in your state and you (Current Contract) or both you and the annuitant (Original Contract) are 75 or younger at contract issue, you may choose to add the Benefit Protector Plus to your contract. You must elect the Benefit Protector Plus at the time you purchase your contract and your rider effective date will be the contract issue date. This rider is only available for transfers, exchanges or rollovers. If this is a non-qualified annuity, transfers, exchanges or rollovers must be from another annuity or life insurance policy. You may not select this rider if you select the Benefit Protector Rider, 5% Accumulation Death Benefit or the Enhanced Death Benefit.

Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). Since the benefit paid by the rider is determined by the amount of earnings at death, the amount of the benefit paid may be reduced as a result of taking any surrenders including RMDs. Be sure to discuss with your investment professional and tax advisor whether or not the Benefit Protector Plus is appropriate for your situation.

The Benefit Protector Plus provides that if you (Current Contract), or you or the annuitant (Original Contract) die after the first rider anniversary, but before the annuitization start date, and while this contract is in force, we will pay the beneficiary:

- the benefits payable under the Benefit Protector described above, plus:
- a percentage of purchase payments made within 60 days of contract issue not previously surrendered as follows:

Rider year when death occurs;	Percentage if you (Current Contract) or you and the annuitant (Original Contract) are under age 70 on the rider effective date	Percentage if you (Current Contract) or you or the annuitant (Original Contract) are 70 or older on the rider effective date
One and Two	0%	0%
Three and Four	10%	3.75%
Five or more	20%	7.5%

Another way to describe the benefits payable under the Benefit Protector Plus rider is as follows:

- the applicable death benefit plus:

Rider year when death occurs;	If you (Current Contract) or you and the annuitant (Original Contract) are under age 70 on the rider effective date, add..	If you (Current Contract) or you or the annuitant (Original Contract) are age 70 or older on the rider effective date, add..
One	Zero	Zero
Two	40% x earnings at death (see above)	15% x earnings at death
Three and Four	40% x (earnings at death + 25% of initial purchase payment*)	15% x (earnings at death + 25% of initial purchase payment*)
Five or more	40% x (earnings at death + 50% of initial purchase payment*)	15% x (earnings at death + 50% of initial purchase payment*)

\* Initial purchase payments are payments made within 60 days of rider issue not previously surrendered.

### Terminating the Benefit Protector Plus

- You may terminate the rider within 30 days of the first rider anniversary.
- You may terminate the rider within 30 days of any rider anniversary beginning with the seventh rider anniversary.
- The rider will terminate when you make a full surrender from the contract, on the annuitization start date, or when the death benefit is payable.
- The rider will terminate if there is an ownership change.
- The rider will terminate when a beneficiary elects an alternative payment plan which is an inherited IRA.
- If your spouse is sole beneficiary and you die before the annuitization start date, your spouse may keep the contract as owner with the contract value equal to the death benefit that would otherwise have been paid (without regard to the Full Surrender Value for the Current Contract). We will then terminate the Benefit Protector Plus (see “Benefits in Case of Death”).

For an example, see Appendix G.

## The Annuity Payout Period

As owner of the contract, you have the right to decide how and to whom annuity payouts will be made starting on the annuitization start date. You may select one of the annuity payout plans outlined below, or we may mutually agree on other payout arrangements. We do not deduct surrender charges upon annuitization but surrender charges may be applied when electing to exercise liquidity features we may make available under certain fixed annuity payout options.

You also decide whether we will make annuity payouts on a fixed or variable basis, or a combination of fixed and variable. The amount available to purchase payouts under the plan you select is the contract value on your annuitization start date after any rider charges have been deducted, plus any positive or negative MVA (less any applicable premium tax). Additionally, we currently allow you to use part of the amount available to purchase payouts, leaving any remaining contract value to accumulate on a tax-deferred basis. Special rules apply for partial annuitization of your annuity contract, see “Taxes — Nonqualified Annuities — Annuity payouts” and “Taxes — Qualified Annuities — Annuity payouts.” If you select a variable annuity payout, we reserve the right to limit the number of subaccounts in which you

may invest. The GPAs and the Special DCA fixed account (Current Contract) and the DCA fixed account (Original Contract) are not available during this payout period. Additionally, Portfolio Stabilizer funds are not available during this payout period.

Amounts of fixed and variable payouts depend on:

- the annuity payout plan you select;
- the annuitant's age and, in most cases, sex;
- the annuity table in the contract; and
- the amounts you allocated to the accounts at the annuitization start date.

In addition, for variable annuity payouts only, amounts depend on the investment performance of the subaccounts you select. These payouts will vary from month to month because the performance of the funds will fluctuate. Fixed payouts generally remain the same from month to month unless you have elected an option providing for increasing payments or are exercising any available liquidity features we may offer and you have elected.

For information with respect to transfers between accounts after annuity payouts begin, (see "Making the Most of Your Contract — Transfer policies").

## Annuity Tables

The annuity tables in your contract (Table A and Table B) show the amount of the monthly payout for each \$1,000 of contract value according to the age and, when applicable, the annuitant's sex. (Where required by law, we will use a unisex table of settlement rates.)

Table A shows the amount of the first monthly variable annuity payout assuming that the contract value is invested at the beginning of the annuity payout period and earns a 5% rate of return, which is reinvested and helps to support future payouts. If you ask us at least 30 days before the annuitization start date, we will substitute an annuity table based on an assumed 3.5% investment rate for the 5% Table A in the contract. The assumed investment rate affects both the amount of the first payout and the extent to which subsequent payouts increase or decrease. For example, annuity payouts will increase if the investment return is above the assumed investment rate and payouts will decrease if the return is below the assumed investment rate. Using a 5% assumed interest rate results in a higher initial payout, but later payouts will increase more slowly when annuity unit values rise and decrease more rapidly when they decline.

Table B shows the minimum amount of each fixed annuity payout. We declare current payout rates that we use in determining the actual amount of your fixed annuity payout. The current payout rates will equal or exceed the guaranteed payout rates shown in Table B. We will furnish these rates to you upon request.

## Annuity Payout Plans

We make available variable annuity payouts where payout amounts will vary based on the performance of the variable account. We may also make fixed annuity payouts available where payments of a fixed amount are made for the period specified in the plan, subject to any surrender we may permit. You may choose an annuity payout plan by giving us written instructions at least 30 days before the annuitization start date. Generally, you may select one of the Plans A through E below or another plan agreed to by us. Some of the annuity payout plans may not be available if you have selected the Income Assurer Benefit rider.

- **Plan A – Life annuity — no refund:** We make monthly payouts until the annuitant's death. Payouts end with the last payout before the annuitant's death. We will not make any further payouts. This means that if the annuitant dies after we made only one monthly payout, we will not make any more payouts.
- **Plan B – Life annuity with five, ten, 15 or 20 years certain:** (under the Income Assurer Benefit rider: you may select life annuity with ten or 20 years certain): We make monthly payouts for a guaranteed payout period of five, ten, 15 or 20 years that you elect. This election will determine the length of the payout period in the event if the annuitant dies before the elected period expires. We calculate the guaranteed payout period from the annuitization start date. If the annuitant outlives the elected guaranteed payout period, we will continue to make payouts until the annuitant's death.
- **Plan C – Life annuity — installment refund:** (not available under the Income Assurer Benefit rider): We make monthly payouts until the annuitant's death, with our guarantee that payouts will continue for some period of time. We will make payouts for at least the number of months determined by dividing the amount applied under this option by the first monthly payout, whether or not the annuitant is living.
- **Plan D**
  - **Joint and last survivor life annuity — no refund:** We make monthly payouts while both the annuitant and a joint annuitant are living. If either annuitant dies, we will continue to make monthly payouts at the full amount until the death of the surviving annuitant. Payouts end with the death of the second annuitant.

- **Joint and last survivor life annuity with 20 years certain:** We make monthly annuity payouts during the lifetime of the annuitant and joint annuitant. When either the annuitant or joint annuitant dies, we will continue to make monthly payouts during the lifetime of the survivor. If the survivor dies before we have made payouts for 20 years, we continue to make payouts for the remainder of the 20-year period which begins when the first annuity payout is made.
- **Plan E – Payouts for a specified period:** We make monthly payouts for a specific payout period of ten to 30 years that you elect (under the Income Assurer Benefit rider, you may elect a payout period of 20 years only). We will make payouts only for the number of years specified whether the annuitant is living or not. Depending on the selected time period, it is foreseeable that an annuitant can outlive the payout period selected. During the payout period, you can elect to have us determine the present value of any remaining payouts and pay it to you in a lump sum. (Exception: If you have an Income Assurer Benefit rider and elect this annuity payout plan based on the Guaranteed Income Benefit Base, a lump sum payout is unavailable.) We determine the present value of the remaining annuity payouts which are assumed to remain level at the amount of the payout that would have been made 7 days prior to the date we determine the present value.
- **Guaranteed Withdrawal Benefit Annuity Payout Option (available only under contracts with the *SecureSource*, Guarantor Withdrawal Benefit for Life or Guarantor Withdrawal Benefit riders):** This fixed annuity payout option is an alternative to the above annuity payout plans. This option may not be available if the contract is a qualified annuity. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS. Under this option, the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid will not exceed the total RBA at the time you begin this fixed payout option (see “Optional Benefits — *SecureSource* Riders”, “Appendix I: Guarantor Withdrawal Benefit for Life Rider” or “Appendix J: Guarantor Withdrawal Benefit Rider”). The amount paid in the current contract year will be reduced for any prior withdrawals in that year. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at the time but will be no less frequent than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary.
- **Remaining Benefit Annuity Payout Option (available only under contracts with the *SecureSource 20* rider):** This fixed annuity payout option is an alternative to the above annuity payout plans. This option may not be available if the contract is a qualified annuity. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS. Under this option, the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid will not exceed the total RBA at the time you begin this fixed payout option (see “Optional Benefits — *SecureSource 20* Riders”). The amount paid in the current contract year will be reduced for any prior withdrawals in that year. These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, we have the right to change the frequency, but no less frequent than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary.

For Plan A, if the annuitant dies before the initial payment, no payments will be made. For Plan B, if the annuitant dies before the initial payment, the payments will continue for the guaranteed payout period. For Plan C, if the annuitant dies before the initial payment, the payments will continue for the installment refund period. For Plan D, if both annuitants die before the initial payment, no payments will be made; however, if one annuitant dies before the initial payment, the payments will continue until the death of the surviving annuitant.

In addition to the annuity payout plans described above, we may offer additional payout plans. Terms and conditions of annuity payout plans will be disclosed at the time of election, including any associated fees or charges. It is important to remember that the election and use of liquidity features will result in payouts ceasing.

**Utilizing a liquidity feature to surrender the underlying value of remaining payouts may result in the assessment of a surrender charge (See “Charges — Surrender charge”) or a 10% IRS penalty tax. (See “Taxes.”).**

**Annuity payout plan requirements for qualified annuities:** If your contract is a qualified annuity, you have the responsibility for electing a payout plan under your contract that complies with applicable law. Your contract describes your payout plan options. The options will meet certain IRS regulations governing RMDs if the payout plan meets the incidental distribution benefit requirements, if any, and the payouts are made:

- in equal or substantially equal payments over a period not longer than your life expectancy, or over the joint life expectancy of you and your designated beneficiary; or
- over a period certain not longer than your life expectancy or over the joint life expectancy of you and your designated beneficiary.

For qualified and nonqualified contracts with the *SecureSource Stages* rider, on the annuitization start date you can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B will not apply, and you will receive the ALP provided by this rider until the later of the death of covered person (Joint Life: both covered spouses) or depletion of the PBG. If you choose to receive the ALP, the amount payable each year will be equal to the ALP on the annuitization start date. The amount paid in the current contract year will be reduced for any prior withdrawals in that year. These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, we have the right to change the frequency, but no less frequently than annually. If you choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the annuitization start date except for the principal back guarantee. You must select a payout plan as of the annuitization start date set forth in your contract.

**If we do not receive instructions:** You must give us written instructions for the annuity payouts at least 30 days before the annuitization start date. If you do not, we will make payouts under Plan B, with 120 monthly payouts guaranteed.

**If monthly payouts would be less than \$20:** We will calculate the amount of monthly payouts at the time amounts are applied to an annuity payout plan. If the calculations show that monthly payouts would be less than \$20, we have the right to pay the amount that would otherwise have been applied to a plan to the owner in a lump sum or to change the frequency of the payouts.

**Death after annuity payouts begin:** If you (Current Contract), or you or the annuitant (Original Contract) dies after annuity payouts begin, we will pay any amount payable to the beneficiary as provided in the annuity payout plan in effect.

## Taxes

Under current law, your contract has a tax-deferral feature. Generally, this means you do not pay income tax until there is a taxable distribution (or deemed distribution) from the contract. We will send a tax information reporting form for any year in which we made a taxable or reportable distribution according to our records.

## Nonqualified Annuities

Generally, only the increase in the value of a non-qualified annuity contract over the investment in the contract is taxable. Certain exceptions apply. Federal tax law requires that all nonqualified deferred annuity contracts issued by the same company (and possibly its affiliates) to the same owner during a calendar year be taxed as a single, unified contract when distributions are taken from any one of those contracts.

**Annuity payouts:** Generally, unlike surrenders described below, the income taxation of annuity payouts is subject to exclusion ratios (for fixed annuity payouts) or annual excludable amounts (for variable annuity payouts). In other words, in most cases, a portion of each payout will be ordinary income and subject to tax, and a portion of each payout will be considered a return of part of your investment in the contract and will not be taxed. All amounts you receive after your investment in the contract is fully recovered will be subject to tax. Under Annuity Payout Plan A: Life annuity — no refund, where the annuitant dies before your investment in the contract is fully recovered, the remaining portion of the unrecovered investment may be available as a federal income tax deduction to the owner for the last taxable year. Under all other annuity payout plans, where the annuity payouts end before your investment in the contract is fully recovered, the remaining portion of the unrecovered investment may be available as a federal income tax deduction to the taxpayer for the tax year in which the payouts end. (See "The Annuity Payout Period — Annuity Payout Plans.")

Beginning in 2011, federal tax law permits taxpayers to annuitize a portion of their nonqualified annuity while leaving the remaining balance to continue to grow tax-deferred. Under the partial annuitization rules, the portion annuitized must be received as an annuity for a period of 10 years or more, or for the lives of one or more individuals. If this requirement is met, the annuitized portion and the tax-deferred balance will generally be treated as two separate contracts for income tax purposes only. If a contract is partially annuitized, the investment in the contract is allocated between the deferred and the annuitized portions on a pro rata basis.

**Surrenders:** Generally, if you surrender all or part of your nonqualified annuity the annuitization start date, including surrenders under any optional withdrawal benefit rider, your surrender will be taxed to the extent that the contract value immediately before the withdrawal exceeds the investment in the contract. Different rules may apply if you exchange another contract into this contract.

You also may have to pay a 10% IRS penalty for surrenders of taxable income you make before reaching age 59½ unless certain exceptions apply.

**Withholding:** If you receive taxable income as a result of an annuity payout or surrender, including surrenders under any optional withdrawal benefit rider, we may deduct federal, and in some cases state withholding against the payment. Any withholding represents a prepayment of your income tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, and you have a valid U.S. address, you may be able to elect not to have federal income tax withholding occur.

If the payment is part of an annuity payout plan, we generally compute the amount of federal income tax withholding using payroll tables. You may provide us with a statement of how many exemptions to use in calculating the withholding. If the distribution is any other type of payment (such as partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion.

The federal income tax withholding requirements differ if we deliver payment outside the United States or you are a non-resident alien.

Some states also may impose income tax withholding requirements similar to the federal withholding described above or may allow you to elect withholding. If this should be the case, we may deduct state income tax withholding from the payment.

**Death benefits to beneficiaries:** The death benefit under a nonqualified contract is not exempt from estate (federal or state) taxes. In addition, for income tax purposes, any amount your beneficiary receives that exceeds the remaining investment in the contract is taxable as ordinary income to the beneficiary in the year he or she receives the payments. (See also “Benefits in Case of Death — If You Die Before the Annuitization Date”).

**Net Investment Income Tax (also known as Medicare contribution tax):** Effective for taxable years beginning on or after January 1, 2013, certain investment income of high-income individuals (as well as estates and trusts) is subject to a 3.8% net investment income tax (as an addition to income taxes). For individuals, the 3.8% tax applies to the lesser of (1) the amount by which the taxpayer’s modified adjusted gross income exceeds \$200,000 (\$250,000 for married filing jointly and surviving spouses; \$125,000 for married filing separately) or (2) the taxpayer’s “net investment income.” Net investment income includes taxable income from nonqualified annuities. Annuity holders are advised to consult their tax advisor regarding the possible implications of this additional tax.

**Annuities owned by corporations, partnerships or irrevocable trusts:** For nonqualified annuities, any annual increase in the value of annuities held by such entities (non-natural persons) generally will be treated as ordinary income received during that year. However, if the trust was set up for the benefit of a natural person(s) only, the income may remain tax-deferred until surrendered or paid out.

**Penalties:** If you receive amounts from your nonqualified annuity before reaching age 59½, you may have to pay a 10% IRS penalty on the amount includable in your ordinary income. However, this penalty will not apply to any amount received:

- because of your death or in the event of non-natural ownership, the death of annuitant;
- because you become disabled (as defined in the Code);
- if the distribution is part of a series of substantially equal periodic payments, made at least annually, over your life or life expectancy (or joint lives or life expectancies of you and your beneficiary);
- if it is allocable to an investment before Aug. 14, 1982; or
- if annuity payouts are made under immediate annuities as defined by the Code.

**Transfer of ownership:** Generally, if you transfer ownership of a nonqualified annuity without receiving adequate consideration, the transfer may be taxed as a surrender for federal income tax purposes. If the transfer is a currently taxable event for income tax purposes, the original owner will be taxed on the amount of deferred earnings at the time of the transfer and also may be subject to the 10% IRS penalty discussed earlier. In this case, the new owner’s investment in the contract will be equal to the investment in the contract at the time of the transfer plus any earnings included in the original owner’s taxable income as a result of the transfer. In general, this rule does not apply to transfers between spouses or former spouses. Similar rules apply if you transfer ownership for full consideration. Please consult your tax advisor for further details.

**1035 Exchanges:** Section 1035 of the Code permits nontaxable exchanges of certain insurance policies, endowment contracts, annuity contracts and qualified long-term care insurance contracts while providing for continued tax deferral of earnings. In addition, Section 1035 permits the carryover of the investment in the contract from the old policy or contract to the new policy or contract. In a 1035 exchange one policy or contract is exchanged for another policy or contract. The following can qualify as nontaxable exchanges: (1) the exchange of a life insurance policy for another life insurance policy or for an endowment, annuity or qualified long-term care insurance contract, (2) the exchange of an endowment contract for an annuity or qualified long-term care insurance contract, or for an endowment contract under which payments will begin no later than payments would have begun under the contract exchanged, (3) the exchange of an annuity contract for another annuity or for a qualified long-term care insurance contract, and (4) the exchange of a qualified long-term care insurance contract for a qualified long-term care insurance contract. Additionally, other tax rules



apply. However, if the life insurance policy has an outstanding loan, there may be tax consequences. Depending on the issue date of your original policy or contract, there may be tax or other benefits that are given up to gain the benefits of the new policy or contract. Consider whether the features and benefits of the new policy or contract outweigh any tax or other benefits of the old contract.

For a partial exchange of an annuity contract for another annuity contract, the 1035 exchange is generally tax-free. The investment in the original contract and the earnings on the contract will be allocated proportionately between the original and new contracts. However, per IRS Revenue Procedure 2011-38, if surrenders are taken from either contract within the 180-day period following a partial 1035 exchange, the IRS will apply general tax principles to determine the appropriate tax treatment of the exchange and subsequent surrender. As a result, there may be unexpected tax consequences. You should consult your tax advisor before taking any surrender from either contract during the 180-day period following a partial exchange.

**Assignment:** If you assign or pledge your contract as collateral for a loan, earnings on purchase payments you made after Aug. 13, 1982 will be taxed as a deemed distribution and also may be subject to the 10% penalty as discussed above.

## Qualified Annuities

Adverse tax consequences may result if you do not ensure that contributions, distributions and other transactions under the contract comply with the law. Qualified annuities have minimum distribution rules that govern the timing and amount of distributions. You should refer to your retirement plan's Summary Plan Description, your IRA disclosure statement, or consult a tax advisor for additional information about the distribution rules applicable to your situation.

When you use your contract to fund a retirement plan or IRA that is already tax-deferred under the Code, the contract will not provide any necessary or additional tax deferral. If your contract is used to fund an employer sponsored plan, your right to benefits may be subject to the terms and conditions of the plan regardless of the terms of the contract.

**Annuity payouts:** Under a qualified annuity, except a Roth IRA, Roth 401(k) or Roth 403(b), the entire payout generally is includable as ordinary income and is subject to tax unless: (1) the contract is an IRA to which you made non-deductible contributions; or (2) you rolled after-tax dollars from a retirement plan into your IRA; or (3) the contract is used to fund a retirement plan and you or your employer have contributed after-tax dollars; or (4) the contract is used to fund a retirement plan and you direct such payout to be directly rolled over to another eligible retirement plan such as an IRA. We may permit partial annuitizations of qualified annuity contracts. If we accept partial annuitizations, please remember that your contract will still need to comply with other requirements such as required minimum distributions and the payment of taxes. Prior to considering a partial annuitization on a qualified contract, you should discuss your decision and any implications with your tax adviser. Because we cannot accurately track certain after tax funding sources, we will generally report any payments on partial annuitizations as ordinary income except in the case of a qualified distribution from a Roth IRA.

**Annuity payouts from Roth IRAs:** In general, the entire payout from a Roth IRA can be free from income and penalty taxes if you have attained age 59½ and meet the five year holding period.

**Surrenders:** Under a qualified annuity, except a Roth IRA, Roth 401(k) or Roth 403(b), the entire surrender will generally be includable as ordinary income and is subject to tax unless: (1) the contract is an IRA to which you made non-deductible contributions; or (2) you rolled after-tax dollars from a retirement plan into your IRA; or (3) the contract is used to fund a retirement plan and you or your employer have contributed after-tax dollars; or (4) the contract is used to fund a retirement plan and you direct such surrender to be directly rolled over to another eligible retirement plan such as an IRA.

**Surrenders from Roth IRAs:** In general, the entire payout from a Roth IRA can be free from income and penalty taxes if you have attained age 59½ and meet the five year holding period.

**Required Minimum Distributions:** Retirement plans (except for Roth IRAs) are subject to required surrenders called required minimum distributions ("RMDs") beginning at age 70½. RMDs are based on the fair market value of your contract at year-end divided by the life expectancy factor. Certain death benefits and optional riders may be considered in determining the fair market value of your contract for RMD purposes. This may cause your RMD to be higher. Inherited IRAs (including inherited Roth IRAs) are subject to special required minimum distribution rules. You should consult your tax advisor prior to making a purchase for an explanation of the potential tax implications to you.

**Withholding for IRAs, Roth IRAs, SEPs and SIMPLE IRAs:** If you receive taxable income as a result of an annuity payout or a surrender, including surrenders under any optional withdrawal benefit rider, we may deduct withholding against the payment. Any withholding represents a prepayment of your tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, you can elect not to have any withholding occur.

If the payment is part of an annuity payout plan, we generally compute the amount of federal income tax withholding using payroll tables. You may provide us with a statement of how many exemptions to use in calculating the withholding. If the distribution is any other type of payment (such as a partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion.

The federal income tax withholding requirements differ if we deliver payment outside the United States or you are a non-resident alien.

Some states also may impose income tax withholding requirements similar to the federal withholding described above. If this should be the case, we may deduct state income tax withholding from the payment.

**Withholding for all other qualified annuities:** If you receive directly all or part of the contract value from a qualified annuity, mandatory 20% federal income tax withholding (and possibly state income tax withholding) generally will be imposed at the time the payout is made from the plan. Any withholding represents a prepayment of your tax due for the year. You take credit for these amounts on your annual income tax return. This mandatory withholding will not be imposed if instead of receiving the distribution check, you elect to have the distribution rolled over directly to an IRA or another eligible plan. Payments made to a surviving spouse instead of being directly rolled over to an IRA are also subject to mandatory 20% income tax withholding.

In the below situations, the distribution is subject to an optional 10% withholding instead of the mandatory 20% withholding. We will withhold 10% of the distribution amount unless you elect otherwise.

- the payout is one in a series of substantially equal periodic payouts, made at least annually, over your life or life expectancy (or the joint lives or life expectancies of you and your designated beneficiary) or over a specified period of 10 years or more;
- the payout is a RMD as defined under the Code;
- the payout is made on account of an eligible hardship; or
- the payout is a corrective distribution.

State withholding also may be imposed on taxable distributions.

**Penalties:** If you receive amounts from your qualified contract before reaching age 59½, you may have to pay a 10% IRS penalty on the amount includable in your ordinary income. However, this penalty generally will not apply to any amount received:

- because of your death;
- because you become disabled (as defined in the Code);
- if the distribution is part of a series of substantially equal periodic payments made at least annually, over your life or life expectancy (or joint lives or life expectancies of you and your beneficiary);
- if the distribution is made following severance from employment during or after the calendar year in which you attain age 55 (TSAs and annuities funding 401(a) plans only);
- to pay certain medical or education expenses (IRAs only); or
- if the distribution is made from an inherited IRA.

**Death benefits to beneficiaries:** The entire death benefit generally is taxable as ordinary income to the beneficiary in the year he/she receives the payments from the qualified annuity. If you made non-deductible contributions to a traditional IRA, the portion of any distribution from the contract that represents after-tax contributions is not taxable as ordinary income to your beneficiary. You are responsible for keeping all records tracking your non-deductible contributions to an IRA. Death benefits under a Roth IRA generally are not taxable as ordinary income to the beneficiary if certain distribution requirements are met. (See also “Benefits in Case of Death — If you Die Before the Annuitization Date”).

**Change of retirement plan type:** IRS regulations allow for rollovers of certain retirement plan distributions. In some circumstances, you may be able to have an intra-contract rollover, keeping the same features and conditions. If the annuity contract you have does not support an intra-contract rollover, you are able to request an IRS approved rollover to another annuity contract or other investment product that you choose. If you choose another annuity contract or investment product, you will be subject to new rules, including a new surrender charge schedule for an annuity contract, or other product rules as applicable.

**Assignment:** You may not assign or pledge your qualified contract as collateral for a loan.

## Other

**Special considerations if you select any optional rider:** As of the date of this prospectus, we believe that charges related to these riders are not subject to current taxation. Therefore, we will not report these charges as partial surrenders from your contract. However, the IRS may determine that these charges should be treated as partial surrenders subject to taxation to the extent of any gain as well as the 10% tax penalty for surrenders before the age of 59½, if applicable, on the taxable portion.

We reserve the right to report charges for these riders as partial surrenders if we, as a withholding and reporting agent, believe that we are required to report them. In addition, we will report any benefits attributable to these riders on your death (Current Contract), or your or the annuitant's death (Original Contract) as an annuity death benefit distribution, not as proceeds from life insurance.

**Important:** Our discussion of federal tax laws is based upon our understanding of current interpretations of these laws. Federal tax laws or current interpretations of them may change. For this reason and because tax consequences are complex and highly individual and cannot always be anticipated, you should consult a tax advisor if you have any questions about taxation of your contract.

**RiverSource Life's tax status:** We are taxed as a life insurance company under the Code. For federal income tax purposes, the subaccounts are considered a part of our company, although their operations are treated separately in accounting and financial statements. Investment income is reinvested in the fund in which each subaccount invests and becomes part of that subaccount's value. This investment income, including realized capital gains, is not subject to any withholding for federal or state income taxes. We reserve the right to make such a charge in the future if there is a change in the tax treatment of variable annuities or in our tax status as we then understand it.

**Tax qualification:** We intend that the contract qualify as an annuity for federal income tax purposes. To that end, the provisions of the contract are to be interpreted to ensure or maintain such tax qualification, in spite of any other provisions of the contract. We reserve the right to amend the contract to reflect any clarifications that may be needed or are appropriate to maintain such qualification or to conform the contract to any applicable changes in the tax qualification requirements. We will send you a copy of any amendments.

**Spousal status:** When it comes to your marital status and the identification and naming of any spouse as a beneficiary or party to your contract, we will rely on the representations you make to us. Based on this reliance, we will issue and administer your contract in accordance with these representations. If you represent that you are married and your representation is incorrect or your marriage is deemed invalid for federal or state law purposes, then the benefits and rights under your contract may be different.

If you have any questions as to the status of your relationship as a marriage, then you should consult an appropriate tax or legal advisor.

## Voting Rights

As a contract owner with investments in the subaccounts, you may vote on important fund policies until annuity payouts begin. Once they begin, the person receiving them has voting rights. We will vote fund shares according to the instructions of the person with voting rights.

Before annuity payouts begin, the number of votes you have is determined by applying your percentage interest in each subaccount to the total number of votes allowed to the subaccount.

After annuity payouts begin, the number of votes you have is equal to:

- the reserve held in each subaccount for your contract; divided by
- the net asset value of one share of the applicable fund.

As we make annuity payouts, the reserve for the contract decreases; therefore, the number of votes also will decrease.

We calculate votes separately for each subaccount. We will send notice of shareholders' meetings, proxy materials and a statement of the number of votes to which the voter is entitled. We will vote shares for which we have not received instructions in the same proportion as the votes for which we received instructions. We also will vote the shares for which we have voting rights in the same proportion as the votes for which we received instructions. As a result of this proportional voting, in cases when a small number of contract owners vote, their votes will have a greater impact and may even control the outcome.

## Substitution of Investments

We may substitute the funds in which the subaccounts invest if:

- laws or regulations change;

- the existing funds become unavailable; or
- in our judgment, the funds no longer are suitable (or are not the most suitable) for the subaccounts.

If any of these situations occur, we have the right to substitute a fund currently listed in this prospectus (existing fund) for another fund (new fund). The new fund may have higher fees and/or operating expenses than the existing fund. Also, the new fund may have investment objectives and policies and/or investment advisers which differ from the existing fund.

We may also:

- add new subaccounts;
- combine any two or more subaccounts;
- transfer assets to and from the subaccounts or the variable account; and
- eliminate or close any subaccounts.

We will notify you of any substitution or change. If we notify you that a subaccount will be eliminated or closed, you will have a certain period of time to tell us where to reallocate purchase payments or contract value currently allocated to that subaccount. If we do not receive your reallocation instructions by the due date, we will reallocate amounts remaining in the fund being eliminated or closed to a different subaccount. We will notify you in advance of any such reallocation. You may then transfer this reallocated amount in accordance with the transfer provisions of your contract (see “Transferring Between Accounts” above).

In the event of any such substitution or change, we may amend the contract and take whatever action is necessary and appropriate without your consent or approval. We will obtain any required prior approval of the SEC or state insurance departments before making any substitution or change.

## About the Service Providers

### Principal Underwriter

RiverSource Distributors, Inc. (RiverSource Distributors), our affiliate, serves as the principal underwriter and general distributor of the contract. Its offices are located at 70100 Ameriprise Financial Center, Minneapolis, MN 55474. RiverSource Distributors is a wholly-owned subsidiary of Ameriprise Financial, Inc.

### Sales of the Contract

#### **New contracts are not currently being offered.**

- Only securities broker-dealers (“selling firms”) registered with the SEC and members of the FINRA may sell the contract.
- The contracts are continuously offered to the public through authorized selling firms. We and RiverSource Distributors have a sales agreement with the selling firm. The sales agreement authorizes the selling firm to offer the contracts to the public. RiverSource Distributors pays the selling firm (or an affiliated insurance agency) for contracts its investment professional sell. The selling firm may be required to return sales commissions under certain circumstances including but not limited to when contracts are returned under the free look period.

### Payments We May Make to Selling Firms

- We may use compensation plans which vary by selling firm. For example, some of these plans pay selling firms a commission of up to 8.00% each time a purchase payment is made. We may also pay ongoing trail commissions of up to 1.25% of the contract value. We do not pay or withhold payment of trail commissions based on which investment options you select.
- We may pay selling firms an additional sales commission of up to 1.00% of purchase payments for a period of time we select. For example, we may offer to pay an additional sales commission to get selling firms to market a new or enhanced contract or to increase sales during the period.
- In addition to commissions, we may, in order to promote sales of the contracts, and as permitted by applicable laws and regulation, pay or provide selling firms with other promotional incentives in cash, credit or other compensation. We generally (but may not) offer these promotional incentives to all selling firms. The terms of such arrangements differ between selling firms. These promotional incentives may include but are not limited to:
  - sponsorship of marketing, educational, due diligence and compliance meetings and conferences we or the selling firm may conduct for investment professionals, including subsidy of travel, meal, lodging, entertainment and other expenses related to these meetings;
  - marketing support related to sales of the contract including for example, the creation of marketing materials, advertising and newsletters;
  - providing service to contract owners; and

- funding other events sponsored by a selling firm that may encourage the selling firm’s investment professionals to sell the contract.

These promotional incentives or reimbursements may be calculated as a percentage of the selling firm’s aggregate, net or anticipated sales and/or total assets attributable to sales of the contract, and/or may be a fixed dollar amount. As noted below this additional compensation may cause the selling firm and its investment professionals to favor the contracts.

**Sources of Payments to Selling Firms**

When we pay the commissions and other compensation described above from our assets. Our assets may include:

- revenues we receive from fees and expenses that you will pay when buying, owning and making a surrender from the contract (see “Expense Summary”);
- compensation we or an affiliate receive from the underlying funds in the form of distribution and services fees (see “The Variable Account and the Funds — The Funds”);
- compensation we or an affiliate receive from a fund’s investment adviser, subadviser, distributor or an affiliate of any of these (see “The Variable Account and the Funds — The Funds”); and
- revenues we receive from other contracts we sell that are not securities and other businesses we conduct.

You do not directly pay the commissions and other compensation described above as the result of a specific charge or deduction under the contract. However, you may pay part or all of the commissions and other compensation described above indirectly through:

- fees and expenses we collect from contract owners, including surrender charges; and
- fees and expenses charged by the underlying subaccount funds in which you invest, to the extent we or one of our affiliates receive revenue from the funds or an affiliated person.

**Potential Conflicts of Interest**

Compensation payment arrangements made with selling firms can potentially:

- give selling firms a heightened financial incentive to sell the contract offered in this prospectus over another investment with lower compensation to the selling firm.
- cause selling firms to encourage their investment professionals to sell you the contract offered in this prospectus instead of selling you other alternative investments that may result in lower compensation to the selling firm.
- cause selling firms to grant us access to its investment professionals to promote sales of the contract offered in this prospectus, while denying that access to other firms offering similar contracts or other alternative investments which may pay lower compensation to the selling firm.

**Payments to Investment Professionals**

- The selling firm pays its investment professionals. The selling firm decides the compensation and benefits it will pay its investment professionals.
- To inform yourself of any potential conflicts of interest, ask the investment professional before you buy, how the selling firm and its investment professionals are being compensated and the amount of the compensation that each will receive if you buy the contract.

**Service Providers**

Our Service Center performs certain administrative services on the contracts and policies we issue. The address and telephone number of our Service Center are listed on the first page of the prospectus. We also have entered into agreements with certain entities to provide the identified services in connection with the contracts and policies we issue. The entities engaged by RiverSource Life may change over time. Entities that provided services to RiverSource Life in 2017 are listed in the table below.

Name of Service Provider	Services Provided	Address
Ameriprise Financial, Inc.	Business affairs management and administrative support related to new business and servicing of existing contracts and policies	707 Second Avenue South Minneapolis MN 55402 USA
Ameriprise India Private Limited	Administrative support related to new business and servicing of existing contracts and policies annual report filings	Plot No. 14, Sector 18 Udyog Vihar Gurugram, Haryana – 122 015 India

Name of Service Provider	Services Provided	Address
Sykes Enterprise Incorporated	Administrative support related to e new business and servicing of existing contracts and policies	10 <sup>th</sup> Floor, Glorietta BPO 1 Office Tower Makati City 1224 Metro Manila Philippines

## Issuer

We issue the contracts. We are a stock life insurance company organized in 1957 under the laws of the state of Minnesota and are located at 829 Ameriprise Financial Center, Minneapolis, MN 55474. We are a wholly-owned subsidiary of Ameriprise Financial, Inc.

We conduct a conventional life insurance business. We are licensed to do business in 49 states, the District of Columbia and American Samoa. Our primary products currently include fixed and variable annuity contracts and life insurance policies.

## Legal Proceedings

Insurance companies have been the subject of increasing regulatory, legislative and judicial scrutiny. Numerous state and federal regulatory agencies have commenced examinations and other inquiries of insurance companies regarding sales and marketing practices (including sales to older consumers and disclosure practices), claims handling, and unclaimed property and escheatment practices and procedures. RiverSource Life has cooperated and will continue to cooperate with the applicable regulators.

RiverSource Life is involved in the normal course of business in a number of other legal and arbitration proceedings concerning matters arising in connection with the conduct of its business activities. RiverSource Life believes that it is not a party to, nor are any of its properties the subject of, any pending legal, arbitration or regulatory investigation, examination or proceeding that is likely to have a material adverse effect on its consolidated financial condition, results of operations or liquidity. Notwithstanding the foregoing, it is possible that the outcome of any current or future legal, arbitration or regulatory proceeding could have a material impact on results of operations in any particular reporting period as the proceedings are resolved.

## Additional Information

### Incorporation of Certain Documents By Reference

RiverSource Life is incorporating by reference in this prospectus information we file with the SEC, which means that we are disclosing important information to you by referring you to those documents. The information that we incorporate by reference is an important part of this prospectus, and later information that we file with the SEC automatically will update and supersede this information. The Annual Report on Form 10-K of RiverSource Life Insurance Company for the year ended December 31, 2017, File No. 33-28976, that we previously filed with the SEC under the Securities Exchange Act of 1934 (1934 Act) is incorporated by reference into this prospectus, as well as all of our subsequent annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K filed with the SEC under the 1934 Act. To access this document, see “SEC Filings” under “Investor Relations” on our website at [www.ameriprise.com](http://www.ameriprise.com).

RiverSource Life will furnish you without charge a copy of any or all of the documents incorporated by reference into this prospectus, including any exhibits to such documents which have been specifically incorporated by reference. We will do so upon receipt of your written or oral request. You can contact RiverSource Life at the telephone number and address listed on the first page of this prospectus.

### Available Information

This prospectus is part of a registration statement we file with the SEC. Additional information on RiverSource Life and on this offering is available in the registration statement and other materials that we file. You can obtain copies of these materials at the SEC’s Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You can obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. In addition to this prospectus, the SAI, other information about the contract, and other information incorporated by reference are available on the EDGAR Database on the SEC’s Internet site at (<http://www.sec.gov>).

## Indemnification

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (Securities Act) may be permitted to directors and officers or persons controlling RiverSource Life pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

# Appendices

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The purpose of these appendices is first to illustrate the operation of various contract features and riders; second, to provide additional disclosure regarding various contract features and riders; and lastly, to provide condensed financial history (unaudited) of the subaccounts.

In order to demonstrate the contract features and riders, an example may show hypothetical contract values. These contract values do not represent past or future performance. Actual contract values may be more or less than those shown and will depend on a number of factors, including but not limited to the investment experience of the subaccounts, GPAs, Special DCA fixed account, (Current Contract), DCA fixed account, (Original Contract), regular fixed account (Current Contract), and one-year fixed account (Original Contract) and the fees and charges that apply to your contract.

The examples of death benefits and optional riders in appendices include a partial surrender to illustrate the effect of a partial surrender on the particular benefit. These examples are intended to show how the optional riders operate, and do not take into account whether the rider is part of a qualified contract. Qualified contracts are subject to required minimum distributions at certain ages which may require you to take partial surrenders from the contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you are considering the addition of certain death benefits and/or optional riders to a qualified contract, you should consult your tax advisor prior to making a purchase for an explanation of the potential tax implications to you.



## Appendix A: Example — Market Value Adjustment (MVA)

As the examples below demonstrate, the application of an MVA may result in either a gain or a loss of principal. We refer to all of the transactions described below as “early surrenders.”

### Assumptions:

- You purchase a contract and allocate part of your purchase payment to the ten-year GPA; and
- we guarantee an interest rate of 3.0% annually for your ten-year guarantee period; and
- after three years, you decide to make a surrender from your GPA. In other words, there are seven years left in your guarantee period.

Remember that the MVA depends partly on the interest rate of a new GPA for the same number of years as the guarantee period remaining on your GPA. In this case, that is seven years.

**Example 1:** Remember that your GPA is earning 3.0%. Assume at the time of your surrender new GPAs that we offer with a seven-year guarantee period are earning 3.5%. We add 0.10% to the 3.5% rate to get 3.6%. Your GPA's 3.0% rate is less than the 3.6% rate, so the MVA will be negative.

**Example 2:** Remember again that your GPA is earning 3.0%, and assume that new GPAs that we offer with a seven-year guarantee period are earning 2.5%. We add 0.10% to the 2.5% rate to get 2.6%. In this example, since your GPA's 3.0% rate is greater than the 2.6% rate, the MVA will be positive. To determine that adjustment precisely, you will have to use the formula described below.

### Sample MVA Calculations

The precise MVA formula we apply is as follows:

$$\text{Early surrender amount} \times \left[ \left( \frac{1 + i}{1 + j + .001} \right)^{n/12} - 1 \right] = \text{MVA}$$

Where  $i$  = rate earned in the GPA from which amounts are being transferred or surrendered.

$j$  = current rate for a new guarantee period equal to the remaining term in the current guarantee period.

$n$  = number of months remaining in the current guarantee period (rounded up).

### Examples — MVA

Using assumptions similar to those we used in the examples above:

- You purchase a contract and allocate part of your purchase payment to the ten-year GPA;
- we guarantee an interest rate of 3.0% annually for your ten-year guarantee period; and
- after three years, you decide to make a \$1,000 surrender from your GPA. In other words, there are seven years left in your guarantee period.

**Example 1:** You request an early surrender of \$1,000 from your ten-year GPA earning a guaranteed interest rate of 3.0%. Assume at the time of your surrender new GPAs that we offer with a seven-year guarantee period are earning 3.5%. Using the formula above, we determine the MVA as follows:

$$\$1,000 \times \left[ \left( \frac{1.030}{1 + .035 + .001} \right)^{84/12} - 1 \right] = -\$39.84$$

In this example, the MVA is a negative \$39.84.

**Example 2:** You request an early surrender of \$1,000 from your ten-year GPA earning a guaranteed interest rate of 3.0%. Assume at the time of your surrender new GPAs that we offer with a seven-year guarantee period are earning 2.5%. Using the formula above, we determine the MVA as follows:

$$\$1,000 \times \left[ \left( \frac{1.030}{1 + .025 + .001} \right)^{84/12} - 1 \right] = \$27.61$$

In this example, the MVA is a positive \$27.61.

Please note that when you allocate your purchase payment to the ten-year GPA and your purchase payment is in its fourth year from receipt at the beginning of the guarantee period, your surrender charge percentage is 6%. (See “Charges — Surrender Charge.”) We do not apply MVAs to the amounts we deduct for surrender charges, so we would deduct the surrender charge from your early surrender after we applied the MVA. Also note that when you request an early surrender, we surrender an amount from your GPA that will give you the net amount you requested after we apply the MVA and any applicable surrender charge, unless you request otherwise.

The current interest rate we offer on the GPA will change periodically at our discretion. It is the rate we are then paying on purchase payments, renewals and transfers paid under this class of contracts for guarantee period durations equaling the remaining guarantee period of the GPA to which the formula is being applied.

## Appendix B: Example — Surrender Charges

### Example — Surrender Charges

We determine your surrender charge by multiplying the amount of each purchase payment surrendered which could be subject to a surrender charge by the applicable surrender charge percentage, and then totaling the surrender charges. We calculate the amount of purchase payments surrendered (PPS) as:

Current Contract:

$$\text{PPS} = \text{PPSC} + \text{PPF}$$

$$\text{PPSC} = \text{purchase payments surrendered that could be subject to a surrender charge} \\ = (\text{PS} - \text{FA}) / (\text{CV} - \text{FA}) \times (\text{PP} - \text{PPF})$$

$$\text{PPF} = \text{purchase payments surrendered that are not subject to a surrender charge} \\ = \text{FA} - \text{contract earnings, but not less than zero}$$

$$\text{PP} = \text{purchase payments not previously surrendered (total purchase payments} - \text{PPS from all previous surrenders)}$$

$$\text{PS} = \text{amount the contract value is reduced by the surrender}$$

$$\text{FA} = \text{total free amount} = \text{greater of contract earnings or 10\% of prior anniversary's contract value}$$

$$\text{CV} = \text{contract value prior to the surrender}$$

Original Contract:

$$\text{PPS} = \text{XSF} + (\text{ACV} - \text{XSF}) / (\text{CV} - \text{TFA}) \times (\text{PPNPS} - \text{XSF})$$

$$\text{XSF} = 10\% \text{ of prior anniversary's contract value} - \text{contract earnings, but not less than zero}$$

$$\text{ACV} = \text{amount the contract value is reduced by the surrender} - \text{contract earnings, but not less than zero}$$

$$\text{TFA} = \text{total free amount} = \text{greater of contract earnings or 10\% of prior anniversary's contract value}$$

$$\text{PPNPS} = \text{purchase payments not previously surrendered (total purchase payments} - \text{PPS from all previous surrenders)}$$

$$\text{CV} = \text{contract value prior to the surrender}$$

When determining the surrender charge, contract earnings are defined as the contract value, including any positive or negative MVA on amounts being surrendered, less purchase payments not previously surrendered. We determine current contract earnings by looking at the entire contract value, not the earnings of any particular subaccount, GPA, the regular fixed account (Current Contract), the one-year fixed account (Original Contract), the Special DCA fixed account (Current Contract) or the DCA fixed account (Original Contract). If the contract value is less than purchase payments received and not previously surrendered, then contract earnings are zero.

The examples below show how the surrender charge for a full and partial surrender is calculated for a contract with a seven-year surrender charge schedule. Each example illustrates the amount of the surrender charge for both a contract that experiences gains and a contract that experiences losses, given the same set of assumptions.

#### Current Contract: Full surrender charge calculation — seven-year surrender charge schedule:

This is an example of how we calculate the surrender charge on a contract with a seven-year (from the date of each purchase payment) surrender charge schedule and the following history:

#### Assumptions:

- We receive a single \$50,000 purchase payment;
- During the fourth contract year you surrender the contract for its total value. The surrender charge percentage in the fourth year after a purchase payment is 6.0%; and
- You have made no prior surrenders.

**We will look at two situations, one where the contract has a gain and another where there is a loss:**

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
Contract value just prior to surrender:	\$60,000.00	\$40,000.00
Contract value on prior anniversary:	58,000.00	42,000.00

**We calculate the surrender charge as follows:**

**Step 1.** First, we determine the amount of earnings available in the contract at the time of surrender as:

Contract value just prior to surrender (CV):	60,000.00	40,000.00
Less purchase payments received and not previously surrendered (PP):	<u>50,000.00</u>	<u>50,000.00</u>

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
Earnings in the contract (but not less than zero):	10,000.00	0.00
<b>Step 2.</b> Next, we determine the total free amount (FA) available in the contract as the greatest of the following values:		
Earnings in the contract:	10,000.00	0.00
10% of the prior anniversary's contract value:	<u>5,800.00</u>	<u>4,200.00</u>
FA (but not less than zero):	10,000.00	4,200.00
<b>Step 3.</b> Next we determine PPF, the amount by which the total free amount (FA) exceeds earnings.		
Total free amount (FA):	10,000.00	4,200.00
Less earnings in the contract:	<u>10,000.00</u>	<u>0.00</u>
PPF (but not less than zero):	0.00	4,200.00
<b>Step 4.</b> Next we determine PS, the amount by which the contract value is reduced by the surrender.		
PS:	60,000.00	40,000.00
<b>Step 5.</b> Now we can determine how much of the PP is being surrendered (PPS) as follows:		
<b>PPS = PPF + PPSC</b>		
<b>= PPF + (PS - FA) / (CV - FA) * (PP - PPF)</b>		
PPF from Step 3 =	0.00	4,200.00
PS from Step 4 =	60,000.00	40,000.00
CV from Step 1 =	60,000.00	40,000.00
FA from Step 2 =	10,000.00	4,200.00
PP from Step 1 =	<u>50,000.00</u>	<u>50,000.00</u>
PPS =	50,000.00	50,000.00
<b>Step 6.</b> We then calculate the surrender charge as a percentage of PPS. Note that for a contract with a loss, PPS may be greater than the amount you request to surrender:		
PPS:	50,000.00	50,000.00
less PPF:	<u>0.00</u>	<u>4,200.00</u>
PPSC = amount of PPS subject to a surrender charge:	50,000.00	45,800.00
multiplied by the surrender charge rate:	<u>× 6.0%</u>	<u>× 6.0%</u>
surrender charge:	3,000.00	2,748.00
<b>Step 7.</b> The dollar amount you will receive as a result of your full surrender is determined as:		
Contract value surrendered:	60,000.00	40,000.00
<b>Surrender charge:</b>	<b>(3,000.00)</b>	<b>(2,748.00)</b>
Contract charge (assessed upon full surrender):	<u>(40.00)</u>	<u>(40.00)</u>
<b>Net full surrender proceeds:</b>	<b>\$56,960.00</b>	<b>\$37,212.00</b>

**Current Contract: Partial surrender charge calculation — seven-year surrender charge schedule:**

This is an example of how we calculate the surrender charge on a contract with a seven-year (from the date of each purchase payment) surrender charge schedule and the following history:

**Assumptions:**

- We receive a single \$50,000 purchase payment;
- During the fourth contract year you request a net partial surrender of \$15,000.00. The surrender charge percentage in the fourth year after a purchase payment is 6.0%; and
- You have made no prior surrenders.

**We will look at two situations, one where the contract has a gain and another where there is a loss:**

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
Contract value just prior to surrender:	\$60,000.00	\$40,000.00

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
Contract value on prior anniversary:	58,000.00	42,000.00
We determine the amount of contract value that must be surrendered in order for the net partial surrender proceeds to match the amount requested. We start with an estimate of the amount of contract value to surrender and calculate the resulting surrender charge and net partial surrender proceeds as illustrated below. We then adjust our estimate and repeat until we determine the amount of contract value to surrender that generates the desired net partial surrender proceeds.		
<b>We calculate the surrender charge for each estimate as follows:</b>		
<b>Step 1.</b> First, we determine the amount of earnings available in the contract at the time of surrender as:		
Contract value just prior to surrender (CV):	60,000.00	40,000.00
Less purchase payments received and not previously surrendered (PP):	<u>50,000.00</u>	<u>50,000.00</u>
Earnings in the contract (but not less than zero):	10,000.00	0.00
<b>Step 2.</b> Next, we determine the total free amount (FA) available in the contract as the greatest of the following values:		
Earnings in the contract:	10,000.00	0.00
10% of the prior anniversary's contract value:	<u>5,800.00</u>	<u>4,200.00</u>
FA (but not less than zero):	10,000.00	4,200.00
<b>Step 3.</b> Next we determine PPF, the amount by which the total free amount (FA) exceeds earnings		
Total free amount (FA):	10,000.00	4,200.00
Less earnings in the contract:	<u>10,000.00</u>	<u>0.00</u>
PPF (but not less than zero):	0.00	4,200.00
<b>Step 4.</b> Next we determine PS, the amount by which the contract value is reduced by the surrender PS (determined by iterative process described above):		
	15,319.15	15,897.93
<b>Step 5.</b> Now we can determine how much of the PP is being surrendered (PPS) as follows: <b>PPS = PPF + PPSC = PPF + (PS - FA) / (CV - FA) * (PP - PPF)</b>		
PPF from Step 3 =	0.00	4,200.00
PS from Step 4 =	15,319.15	15,897.93
CV from Step 1 =	60,000.00	40,000.00
FA from Step 2 =	10,000.00	4,200.00
PP from Step 1 =	<u>50,000.00</u>	<u>50,000.00</u>
PPS =	5,319.15	19,165.51
<b>Step 6.</b> We then calculate the surrender charge as a percentage of PPS. Note that for a contract with a loss, PPS may be greater than the amount you request to surrender:		
PPS:	5,319.15	19,165.51
less PPF:	<u>0.00</u>	<u>4,200.00</u>
PPSC = amount of PPS subject to a surrender charge:	5,319.15	14,965.51
multiplied by the surrender charge rate:	<u>× 6.0%</u>	<u>× 6.0%</u>
surrender charge:	319.15	897.93
<b>Step 7.</b> The dollar amount you will receive as a result of your partial surrender is determined as:		
Contract value surrendered:	15,319.15	15,897.93
<b>Surrender charge:</b>	<u><b>(319.15)</b></u>	<u><b>(897.93)</b></u>
<b>Net partial surrender proceeds:</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>

**Original Contract:****Full surrender charge calculation — seven-year surrender charge schedule:**

This is an example of how we calculate the surrender charge on a contract with a seven-year (from the date of each purchase payment) surrender charge schedule and the following history:

**Assumptions:**

- We receive a single \$50,000 purchase payment;
- During the fourth contract year you surrender the contract for its total value. The surrender charge percentage in the fourth year after a purchase payment is 6.0%; and
- You have made no prior surrenders.

**We will look at two situations, one where the contract has a gain and another where there is a loss:**

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
Contract value just prior to surrender:	\$60,000.00	\$40,000.00
Contract value on prior anniversary:	58,000.00	42,000.00
 <b>We calculate the surrender charge as follows:</b>		
<b>Step 1.</b> First, we determine the amount of earnings available in the contract at the time of surrender as:		
Contract value just prior to surrender (CV):	60,000.00	40,000.00
Less purchase payments received and not previously surrendered (PPNPS):	<u>50,000.00</u>	<u>50,000.00</u>
Earnings in the contract (but not less than zero):	10,000.00	0.00
<b>Step 2.</b> Next, we determine the Total Free Amount (TFA) available in the contract as the greatest of the following values:		
Earnings in the contract:	10,000.00	0.00
10% of the prior anniversary's contract value:	<u>5,800.00</u>	<u>4,200.00</u>
TFA (but not less than zero):	10,000.00	4,200.00
<b>Step 3.</b> Next we determine ACV, the amount by which the contract value surrendered exceeds earnings.		
Contract value surrendered:	60,000.00	40,000.00
Less earnings in the contract:	<u>10,000.00</u>	<u>0.00</u>
ACV (but not less than zero):	50,000.00	40,000.00
<b>Step 4.</b> Next we determine XSF, the amount by which 10% of the prior anniversary's contract value exceeds earnings.		
10% of the prior anniversary's contract value:	5,800.00	4,200.00
Less earnings in the contract:	<u>10,000.00</u>	<u>0.00</u>
XSF (but not less than zero):	0.00	4,200.00
<b>Step 5.</b> Now we can determine how much of the PPNPS is being surrendered (PPS) as follows:		
<b>PPS = XSF + (ACV – XSF) / (CV – TFA) × (PPNPS – XSF)</b>		
XSF from Step 4 =	0.00	4,200.00
ACV from Step 3 =	50,000.00	40,000.00
CV from Step 1 =	60,000.00	40,000.00
TFA from Step 2 =	10,000.00	4,200.00
PPNPS from Step 1 =	<u>50,000.00</u>	<u>50,000.00</u>
PPS =	50,000.00	50,000.00
<b>Step 6.</b> We then calculate the surrender charge as a percentage of PPS. Note that for a contract with a loss, PPS may be greater than the amount you request to surrender:		
PPS:	50,000.00	50,000.00
less XSF:	<u>0.00</u>	<u>4,200.00</u>
amount of PPS subject to a surrender charge:	50,000.00	45,800.00
multiplied by the surrender charge rate:	<u>× 6.0%</u>	<u>× 6.0%</u>

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
surrender charge:	3,000.00	2,748.00
<b>Step 7.</b> The dollar amount you will receive as a result of your full surrender is determined as:		
Contract value surrendered:	60,000.00	40,000.00
<b>Surrender charge:</b>	<b>(3,000.00)</b>	<b>(2,748.00)</b>
Contract charge (assessed upon full surrender):	(40.00)	(40.00)
<b>Net full surrender proceeds:</b>	<b>\$56,960.00</b>	<b>\$37,212.00</b>

**Original Contract:**

**Partial surrender charge calculation — seven-year surrender charge schedule:**

This is an example of how we calculate the surrender charge on a contract with a seven-year (from the date of each purchase payment) surrender charge schedule and the following history:

**Assumptions:**

- We receive a single \$50,000 purchase payment;
- During the fourth contract year you request a net partial surrender of \$15,000.00. The surrender charge percentage in the fourth year after a purchase payment is 6.0%; and
- You have made no prior surrenders.

**We will look at two situations, one where the contract has a gain and another where there is a loss:**

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
Contract value just prior to surrender:	\$60,000.00	\$40,000.00
Contract value on prior anniversary:	58,000.00	42,000.00

We determine the amount of contract value that must be surrendered in order for the net partial surrender proceeds to match the amount requested. We start with an estimate of the amount of contract value to surrender and calculate the resulting surrender charge and net partial surrender proceeds as illustrated below. We then adjust our estimate and repeat until we determine the amount of contract value to surrender that generates the desired net partial surrender proceeds.

**We calculate the surrender charge for each estimate as follows:**

**Step 1.** First, we determine the amount of earnings available in the contract at the time of surrender as:

Contract value just prior to surrender (CV):	60,000.00	40,000.00
Less purchase payments received and not previously surrendered (PPNPS):	<u>50,000.00</u>	<u>50,000.00</u>
Earnings in the contract (but not less than zero):	10,000.00	0.00

**Step 2.** Next, we determine the Total Free Amount (TFA) available in the contract as the greatest of the following values:

Earnings in the contract:	10,000.00	0.00
10% of the prior anniversary's contract value:	<u>5,800.00</u>	<u>4,200.00</u>
TFA (but not less than zero):	10,000.00	4,200.00

**Step 3.** Next we determine ACV, the amount by which the contract value surrendered exceeds earnings.

Contract value surrendered:	15,319.15	15,897.93
Less earnings in the contract:	<u>10,000.00</u>	<u>0.00</u>
ACV (but not less than zero):	5,319.15	15,897.93

**Step 4.** Next we determine XSF, the amount by which 10% of the prior anniversary's contract value exceeds earnings.

10% of the prior anniversary's contract value:	5,800.00	4,200.00
Less earnings in the contract:	<u>10,000.00</u>	<u>0.00</u>
XSF (but not less than zero):	0.00	4,200.00

**Step 5.** Now we can determine how much of the PPNPS is being surrendered (PPS) as follows:

$$\text{PPS} = \text{XSF} + (\text{ACV} - \text{XSF}) / (\text{CV} - \text{TFA}) * (\text{PPNPS} - \text{XSF})$$

	<b>Contract with Gain</b>	<b>Contract with Loss</b>
XSF from Step 4 =	0.00	4,200.00
ACV from Step 3 =	5,319.15	15,897.93
CV from Step 1 =	60,000.00	40,000.00
TFA from Step 2 =	10,000.00	4,200.00
PPNPS from Step 1 =	<u>50,000.00</u>	<u>50,000.00</u>
PPS =	5,319.15	19,165.51

**Step 6.** We then calculate the surrender charge as a percentage of PPS. Note that for a contract with a loss, PPS may be greater than the amount you request to surrender:

PPS:	5,319.15	19,165.51
less XSF:	0.00	4,200.00
amount of PPS subject to a surrender charge:	5,319.15	14,965.51
multiplied by the surrender charge rate:	<u>× 6.0%</u>	<u>× 6.0%</u>
surrender charge:	319.15	897.93

**Step 7.** The dollar amount you will receive as a result of your partial surrender is determined as:

Contract value surrendered:	15,319.15	15,897.93
<b>Surrender charge:</b>	<b><u>(319.15)</u></b>	<b><u>(897.93)</u></b>
<b>Net partial surrender proceeds:</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>



## Appendix C: Example — Death Benefits

### Current Contract:

#### Example — ROPP Death Benefit

##### Assumptions:

- You purchase the contract with a payment of \$20,000;
- On the first contract anniversary you make an additional purchase payment of \$5,000; and
- During the second contract year the contract value falls to \$22,000 and you take a \$1,500 (including surrender charge) partial surrender; and
- During the third contract year the contract value grows to \$23,000.

##### We calculate the ROPP Death Benefit as follows:

<b>1. Contract value at death:</b>	<u>\$23,000.00</u>
<b>2. Purchase payments minus adjusted partial surrenders:</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders calculated as:	
$\frac{\$1,500 \times \$25,000}{\$22,000} =$	<u>-1,704.55</u>
for a death benefit of:	<u>\$23,295.45</u>
<b>The ROPP Death Benefit, calculated as the greatest of these two values:</b>	<b>\$23,295.45</b>

#### Example — MAV Death Benefit

##### Assumptions:

- You purchase the contract with a payment of \$25,000;
- On the first contract anniversary the contract value grows to \$26,000; and
- During the second contract year the contract value falls to \$22,000, at which point you take a \$1,500 (including surrender charge) partial surrender, leaving a contract value of \$20,500.

##### We calculate the MAV Death Benefit, which is based on the greater of three values, as follows:

<b>1. Contract value at death:</b>	<u>\$20,500.00</u>
<b>2. Purchase payments minus adjusted partial surrenders:</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$25,000}{\$22,000} =$	<u>-1,704.55</u>
for a death benefit of:	<u>\$23,295.45</u>
<b>3. The MAV immediately preceding the date of death:</b>	
Greatest of your contract anniversary values:	\$26,000.00
plus purchase payments made since the prior anniversary:	+0.00
minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$26,000}{\$22,000} =$	<u>-1,772.73</u>
for a death benefit of:	<u>\$24,227.27</u>
<b>The MAV Death Benefit, calculated as the greatest of these three values, which is the MAV:</b>	<b>\$24,227.27</b>

#### Example — 5% Accumulation Death Benefit

##### Assumptions:

- You purchase the contract with a payment of \$25,000 with \$5,000 allocated to the regular fixed account and \$20,000 allocated to the subaccounts;
- On the first contract anniversary the regular fixed account value is \$5,200 and the subaccount value is \$17,000. Total contract value is \$23,200; and

- During the second contract year regular fixed account value is \$5,300 and the subaccount value is \$19,000. Total contract value is \$24,300. You take a \$1,500 (including surrender charge) partial surrender all from the subaccounts, leaving the contract value at \$22,800.

**The death benefit, which is based on the greatest of three values, is calculated as follows:**

<b>1. Contract value at death:</b>	<u>\$22,800.00</u>
<b>2. Purchase payments minus adjusted partial surrenders:</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$25,000}{\$24,300} =$	<u>-1,543.21</u>
for a death benefit of:	<u>\$23,456.79</u>
<b>3. The 5% accumulation death benefit floor:</b>	
The variable account floor on the first contract anniversary, calculated as: $1.05 \times \$20,000 =$	\$21,000.00
plus amounts allocated to the subaccounts since that anniversary:	+0.00
minus the 5% accumulation death benefit floor adjusted partial surrender from the subaccounts, calculated as:	
$\frac{\$1,500 \times \$21,000}{\$19,000} =$	<u>-1,657.89</u>
variable account floor benefit:	\$19,342.11
plus the regular fixed account value:	<u>+5,300.00</u>
5% accumulation death benefit floor (value of the regular fixed account and the variable account floor):	<u>\$24,642.11</u>

**The 5% Accumulation Death Benefit, calculated as the greatest of these three values, which is the 5% accumulation death benefit floor:**

**\$24,642.11**

#### Example — Enhanced Death Benefit

##### Assumptions:

- You purchase the contract with a payment of \$25,000 with \$5,000 allocated to the regular fixed account and \$20,000 allocated to the subaccounts;
- On the first contract anniversary the regular fixed account value is \$5,200 and the subaccount value is \$17,000. Total contract value is \$23,200; and
- During the second contract year the regular fixed account value is \$5,300 and the subaccount value is \$19,000. Total contract value is \$24,300. You take a \$1,500 (including surrender charge) partial surrender all from the subaccounts, leaving the contract value at \$22,800.

**The death benefit, which is based on the greatest of four values, is calculated as follows:**

<b>1. Contract value at death:</b>	<u>\$22,800.00</u>
<b>2. Purchase payments minus adjusted partial surrenders:</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$25,000}{\$24,300} =$	<u>-1,543.21</u>
for a death benefit of:	<u>\$23,456.79</u>
<b>3. The MAV on the anniversary immediately preceding the date of death:</b>	
The MAV on the immediately preceding anniversary:	\$25,000.00
plus purchase payments made since that anniversary:	+0.00
minus adjusted partial surrenders made since that anniversary, calculated as:	
$\frac{\$1,500 \times \$25,000}{\$24,300} =$	<u>-1,543.21</u>
for a MAV Death Benefit of:	<u>\$23,456.79</u>

**4. The 5% accumulation death benefit floor:**

The variable account floor on the first contract anniversary calculated as: $1.05 \times \$20,000 =$	\$21,000.00
plus amounts allocated to the subaccounts since that anniversary:	+0.00
minus the 5% accumulation death benefit floor adjusted partial surrender from the subaccounts, calculated as:	
$\frac{\$1,500 \times \$21,000}{\$19,000} =$	<u>-1,657.89</u>
variable account floor benefit:	\$19,342.11
plus the regular fixed account value:	+5,300.00
5% accumulation death benefit floor (value of the regular fixed account and the variable account floor):	<u>\$24,642.11</u>

**Enhanced Death Benefit, calculated as the greatest of these four values, which is the 5% accumulation death benefit floor:**

**\$24,642.11**

**Original Contract:**

**Example — ROP Death Benefit**

**Assumptions:**

- You purchase the contract with a payment of \$20,000;
- On the first contract anniversary you make an additional purchase payment of \$5,000;
- During the second contract year the contract value falls to \$22,000 and you take a \$1,500 partial surrender, including surrender charge; and
- During the third contract year the contract value grows to \$23,000.

**We calculate the ROP Death Benefit as follows:**

<b>1. Contract value at death:</b>	<u>\$23,000.00</u>
<b>2. Purchase payments minus adjusted partial surrenders:</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders calculated as:	
$\frac{\$1,500 \times \$25,000}{\$22,000} =$	<u>-1,704.55</u>
for a death benefit of:	<u>\$23,295.45</u>

**ROP Death Benefit, calculated as the greatest of these two values:**

**\$23,295.45**

**Example — MAV Death Benefit**

**Assumptions:**

- You purchase the contract with a payment of \$25,000;
- On the first contract anniversary the contract value grows to \$26,000; and
- During the second contract year the contract value falls to \$22,000, at which point you take a \$1,500 (including surrender charge) partial surrender, leaving a contract value of \$20,500.

**We calculate the MAV Death Benefit, which is based on the greater of three values, as follows:**

<b>1. Contract value at death:</b>	<u>\$20,500.00</u>
<b>2. Purchase payments minus adjusted partial surrenders:</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$25,000}{\$22,000} =$	<u>-1,704.55</u>
for a death benefit of:	<u>\$23,295.45</u>
<b>3. The MAV immediately preceding the date of death:</b>	
Greatest of your contract anniversary values:	\$26,000.00
plus purchase payments made since the prior anniversary:	+0.00

minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$26,000}{\$22,000}$	<u>-1,772.73</u>
for a death benefit of:	<u>\$24,227.27</u>

**The MAV Death Benefit, calculated as the greatest of these three values, which is the MAV: \$24,227.27**

### Example — 5% Accumulation Death Benefit

#### Assumptions:

- You purchase the contract with a payment of \$25,000 with \$5,000 allocated to the one-year fixed account and \$20,000 allocated to the subaccounts; and
- on the first contract anniversary, the one-year fixed account value is \$5,200 and the subaccount value is \$17,000. Total contract value is \$23,200; and
- During the second contract year the one-year fixed account value is \$5,300 and the subaccount value is \$19,000. Total contract value is \$24,300. You take a \$1,500 (including surrender charge) partial surrender all from the subaccounts, leaving the contract value at \$22,800.

**The death benefit, which is based on the greatest of three values, is calculated as follows:**

<b>1. Contract value at death:</b>	<u>\$22,800.00</u>
<b>2. Purchase payments minus adjusted partial surrenders</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$25,000}{\$24,300}$	<u>-1,543.21</u>
for a death benefit of:	<u>\$23,456.79</u>
<b>3. The 5% variable account floor:</b>	
The variable account floor on the first contract anniversary, calculated as:	
$1.05 \times \$20,000 =$	\$21,000.00
plus amounts allocated to the subaccounts since that anniversary:	+0.00
minus the 5% variable account floor adjusted surrenders from the subaccounts, calculated as:	
$\frac{\$1,500 \times \$21,000}{\$19,000}$	<u>-1,657.89</u>
variable account floor benefit:	\$19,342.11
plus the one-year fixed account value:	<u>+5,300.00</u>
5% variable account floor (value of the one-year fixed account and the variable account floor):	<u>\$24,642.11</u>

**The 5% Accumulation Death Benefit, calculated as the greatest of these three values, which is the 5% variable account floor: \$24,642.11**

### Example — Enhanced Death Benefit

#### Assumptions:

- You purchase the contract with a payment of \$25,000 with \$5,000 allocated to the one-year fixed account and \$20,000 allocated to the subaccounts; and
- on the first contract anniversary, the one-year fixed account value is \$5,200 and the subaccount value is \$17,000. Total contract value is \$23,200; and
- During the second contract year, the one-year fixed account value is \$5,300 and the subaccount value is \$19,000. Total contract value is \$24,300. You take a \$1,500 (including surrender charge) partial surrender all from the subaccounts, leaving the contract value at \$22,800.

**The death benefit, which is based on the greatest of four values, is calculated as follows:**

<b>1. Contract value at death:</b>	<u>\$22,800.00</u>
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<b>2. Purchase payments minus adjusted partial surrenders:</b>	
Total purchase payments:	\$25,000.00
minus adjusted partial surrenders, calculated as:	
<u>\$1,500 × \$25,000</u>	<u>-1,543.21</u>
=	
\$24,300	
for a death benefit of:	<u>\$23,456.79</u>
<b>3. The MAV on the anniversary immediately preceding the date of death:</b>	
The MAV on the immediately preceding anniversary:	\$25,000.00
plus purchase payments made since that anniversary:	+0.00
minus adjusted partial surrenders made since that anniversary, calculated as:	
<u>\$1,500 × \$25,000</u>	<u>-1,543.21</u>
=	
\$24,300	
for a MAV Death Benefit of:	<u>\$23,456.79</u>
<b>4. The 5% variable account floor:</b>	
The variable account floor on the first contract anniversary calculated as:	
1.05 × \$20,000 =	\$21,000.00
plus amounts allocated to the subaccounts since that anniversary:	+0.00
minus the 5% variable account floor adjusted partial surrender	
from the subaccounts, calculated as:	
<u>\$1,500 × \$21,000</u>	<u>-1,657.89</u>
=	
\$19,000	
variable account floor benefit:	\$19,342.11
plus the one-year fixed account value:	+5,300.00
5% variable account floor (value of the one-year fixed account and the	
variable account floor):	<u>\$24,642.11</u>
<b>Enhanced Death Benefit, calculated as the greatest of these four values,</b>	
<b>which is the 5% variable account floor:</b>	<b>\$24,642.11</b>

## Appendix D: Example — *SecureSource* Series of Riders

### *SecureSource Stages 2* rider — Example:

#### Assumptions:

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You (and your spouse for the joint benefit) are age 61.
- Annual step ups are applied each anniversary when available, where the contract value is greater than the PBG and/or the BB. Applied annual step ups are indicated in bold.
- You elect the Moderate investment option at issue.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	BB	WAB	Benefit Determining Percentage	PBG	ALP	RALP	Lifetime Payment Percent
At Issue	\$100,000	NA	\$100,000	\$100,000	\$100,000	0.0%	\$100,000	\$4,000	\$4,000 <sup>(1)</sup>	4%
1	0	0	98,000	108,000	108,000	9.3%	108,000	5,400	5,400 <sup>(2)</sup>	5%
2	0	0	105,000	114,000	114,000	7.9%	<b>105,000</b>	5,700	5,700	5%
3	0	0	118,000	120,000	120,000	1.7%	<b>118,000</b>	6,000	6,000	5%
3.5	0	6,000	112,000	120,000	113,898	1.7%	112,000	6,000	0	5%
4	0	0	115,000	120,000	115,000	0.0%	<b>115,000</b>	6,000	6,000	5%
5	0	0	130,000	<b>130,000</b>	130,000	0.0%	<b>130,000</b>	7,800 <sup>(3)</sup>	7,800 <sup>(3)</sup>	6% <sup>(3)</sup>
6	0	0	110,000	130,000	130,000	15.4%	130,000	7,800	7,800	6%
7	0	0	100,000	130,000	130,000	23.1%	130,000	6,500 <sup>(4)</sup>	6,500 <sup>(4)</sup>	5% <sup>(4)</sup>
7.5	0	10,000	90,000	125,134 <sup>(5)</sup>	117,000	23.1%	118,877 <sup>(5)</sup>	6,257 <sup>(5)</sup>	0	5%
8	0	0	80,000	125,134	117,000	31.6%	118,877	6,257	6,257	5%
9	0	0	95,000	125,134	117,000	18.8%	118,877	7,508 <sup>(4)</sup>	7,508 <sup>(4)</sup>	6% <sup>(4)</sup>

<sup>(1)</sup> The ALP and RALP are based on percentage B until the end of the 1-year waiting period.

<sup>(2)</sup> Since no withdrawal was taken, at the end of the 1-year waiting period, the ALP and RALP are recalculated based on percentage A.

<sup>(3)</sup> Because the Annual step up increased the BB on the anniversary and the covered person's (for the joint benefit, younger covered spouse's) attained age is in a higher age band, the Lifetime Payment Percentage increased.

<sup>(4)</sup> The Lifetime Payment Percentage is based on percentage A when the BDP is less than 20% and percentage B when the BDP is greater than or equal to 20%.

<sup>(5)</sup> The \$10,000 withdrawal is greater than the \$6,500 RALP allowed under the rider and therefore excess withdrawal processing is applied. The BB and PBG are reset as described in "Lifetime Benefit Description – Determination of Adjustment of Benefit Values".

### *SecureSource Stages* rider — Example:

#### Assumptions:

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You (and your spouse for the joint benefit) are age 61.
- Annual step ups are applied each anniversary when available, where the contract value is greater than the PBG and/or the BB. Applied Annual step ups are indicated in bold.
- You elect the Moderate PN program investment option at issue.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	BB	WAB	Benefit Determining Percentage	PBG	ALP	RALP	Lifetime Payment Percent
At Issue	\$100,000	NA	\$100,000	\$100,000	\$100,000	0.0%	\$100,000	\$5,000	\$ 0 <sup>(1)</sup>	5%
1	0	0	98,000	108,000	108,000	9.3%	100,000	5,400	0	5%
2	0	0	105,000	114,000	114,000	7.9%	<b>105,000</b>	5,700	0	5%
3	0	0	118,000	120,000	120,000	1.7%	<b>118,000</b>	6,000	6,000 <sup>(2)</sup>	5%
3.5	0	6,000	112,000	120,000	113,898	1.7%	112,000	6,000	0	5%
4	0	0	115,000	120,000	115,000	0.0%	<b>115,000</b>	6,000	6,000	5%
5	0	0	130,000	<b>130,000</b>	130,000	0.0%	<b>130,000</b>	7,800 <sup>(3)</sup>	7,800 <sup>(3)</sup>	6% <sup>(3)</sup>
6	0	0	110,000	130,000	130,000	15.4%	130,000	7,800	7,800	6%
7	0	0	100,000	130,000	130,000	23.1%	130,000	6,500 <sup>(4)</sup>	6,500 <sup>(4)</sup>	5% <sup>(4)</sup>
7.5	0	10,000	90,000	117,000 <sup>(5)</sup>	117,000	23.1%	108,000 <sup>(5)</sup>	5,850 <sup>(5)</sup>	0	5%

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	BB	WAB	Benefit Determining Percentage	PBG	ALP	RALP	Lifetime Payment Percent
8	0	0	80,000	117,000	117,000	31.6%	108,000	5,850	5,850	5%
9	0	0	95,000	117,000	117,000	18.8%	108,000	7,020 <sup>(4)</sup>	7,020 <sup>(4)</sup>	6% <sup>(4)</sup>

<sup>(1)</sup> The RALP is zero until the end of the 3-Year Waiting Period.

<sup>(2)</sup> At the end of the 3-Year waiting period, the RALP is set equal to the ALP.

<sup>(3)</sup> Because the Annual step up increased the BB on the anniversary and the covered person's (for the joint benefit, younger covered spouse's) attained age is in a higher age band, the Lifetime Payment Percentage increased.

<sup>(4)</sup> The lifetime payment percentage is based on percentage A when the BDP is less than 20% and percentage B when the BDP is greater than or equal to 20%.

<sup>(5)</sup> The \$10,000 withdrawal is greater than the \$6,500 RALP allowed under the rider and therefore excess withdrawal processing is applied. The BB and PBG are reset as described in "Determination of Adjustment of Benefit Values" in the "Lifetime Benefit Description."

### SecureSource 20 rider — Example:

#### EXAMPLE #1: Lifetime benefit not established at the time the contract and rider are purchased.

##### Assumptions:

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You (and your spouse for the joint benefit) are age 61.
- Annual step ups are applied each anniversary when available, where the contract value is greater than the RBA and/or the contract value times the ALP percentage is greater than the ALP. Applied annual step ups are indicated in bold.
- You elect the Moderate PN program investment option at issue.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	WAB	BDP	Basic Benefit				Lifetime Benefit	
						GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	NA	\$100,000	\$100,000	0.0%	\$100,000	\$100,000	\$6,000	\$0	NA	NA
1	0	0	98,000	100,000	2.0%	100,000	100,000	6,000	0	NA	NA
2	0	0	105,000	105,000	0.0%	<b>105,000</b>	<b>105,000</b>	<b>6,300</b>	0	NA	NA
3	0	0	125,000	125,000	0.0%	<b>125,000</b>	<b>125,000</b>	<b>7,500</b>	<b>7,500</b>	NA	NA
3.5	0	6,000	111,000	118,590	6.4%	125,000	119,000	7,500	1,500	NA	NA
4	0	0	104,000	118,590	12.3%	125,000	119,000	7,500	7,500	7,140 <sup>(1)</sup>	7,140 <sup>(1)</sup>
5	0	0	90,000	118,590	24.1%	125,000	119,000	6,250 <sup>(2)</sup>	6,250 <sup>(2)</sup>	5,950 <sup>(2)</sup>	5,950 <sup>(2)</sup>
6	0	0	95,000	118,590	19.9%	125,000	119,000	7,500	7,500	7,140	7,140
6.5	0	7,500	87,500	87,500 <sup>(3)</sup>	0.0%	125,000	111,500	7,500	0	5,250 <sup>(3)</sup>	0
7	0	0	90,000	90,000	0.0%	125,000	111,500	7,500	7,500	<b>5,400</b>	<b>5,400</b>
7.5	0	10,000	70,000	70,000 <sup>(4)</sup>	0.0%	70,000 <sup>(4)</sup>	70,000 <sup>(4)</sup>	4,200 <sup>(4)</sup>	0	4,200 <sup>(4)</sup>	0
8	0	0	75,000	75,000	0.0%	<b>75,000</b>	<b>75,000</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>

<sup>(1)</sup> The ALP and RALP are established on the contract anniversary following the date the covered person (younger Covered Spouse for Joint) reaches age 65 as the greater of the ELB or the RBA, times the ALP percentage.

<sup>(2)</sup> The ALP percentage and GBP percentage are 6% when the BDP is less than 20% and 5% when the BDP is greater than or equal to 20%.

<sup>(3)</sup> The \$7,500 withdrawal is greater than the \$7,140 RALP allowed under the lifetime benefit and therefore excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or the ALP percentage times the contract value following the withdrawal. The WAB is reset to the ALP after the reset divided by the current ALP percentage. The BDP at the time of withdrawal is less than 20%, so the ALP percentage and GBP percentage are set at 6% for the remainder of the contract year.

<sup>(4)</sup> The \$10,000 withdrawal is greater than both the \$7,500 RBP allowed under the basic benefit and the \$5,400 RALP allowed under the lifetime benefit and therefore excess withdrawal processing is applied to both benefits. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or the ALP percentage times the contract value following the withdrawal. The WAB is reset to the ALP after the reset divided by the current ALP percentage. The BDP at the time of withdrawal is less than 20%, so the ALP percentage and GBP percentage are set at 6% for the remainder of the contract year.

#### EXAMPLE #2: Lifetime benefit established at the time the contract and rider are purchased.

##### Assumptions:

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You (and your spouse for the joint benefit) are age 65.
- Annual step ups are applied each anniversary when available, where the contract value is greater than the RBA and/or the contract value times the ALP Percentage is greater than the ALP. Applied annual step ups are indicated in bold.

- You elect the Moderate PN program investment option at issue. On the 7th contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target PN program investment option under the contract is the Moderate PN program investment option.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	WAB	BDP	Basic Benefit				Lifetime Benefit	
						GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	NA	\$100,000	\$100,000	0.0%	\$100,000	\$100,000	\$6,000	\$ 0	\$6,000	\$ 0
1	0	0	105,000	105,000	0.0%	<b>105,000</b>	<b>105,000</b>	<b>6,300</b>	0	<b>6,300</b>	0
2	0	0	110,000	110,000	0.0%	<b>110,000</b>	<b>110,000</b>	<b>6,600</b>	0	<b>6,600</b>	0
3	0	0	110,000	120,000	8.3%	110,000	110,000	6,600	6,600 <sup>(1)</sup>	7,200	7,200 <sup>(1)</sup>
3.5	0	6,000	104,000	113,455	8.3%	110,000	104,000	6,600	600	7,200	1,200
4	0	0	100,000	113,455	11.9%	110,000	104,000	6,600	6,600	7,200	7,200
4.5	0	7,000	90,000	105,267	14.5%	90,000	90,000	5,400 <sup>(2)</sup>	5,400 <sup>(2)</sup>	7,200	200
5	0	0	80,000	105,267	24.0%	90,000	90,000	4,500 <sup>(3)</sup>	4,500 <sup>(3)</sup>	6,000 <sup>(3)</sup>	6,000 <sup>(3)</sup>
5.5	0	10,000	70,000	70,000 <sup>(4)</sup>	0.0%	70,000	70,000	3,500 <sup>(4)</sup>	3,500 <sup>(4)</sup>	3,500 <sup>(4)</sup>	3,500 <sup>(4)</sup>
6	0	0	75,000	75,000	0.0%	<b>75,000</b>	<b>75,000</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>
7	0	0	70,000	70,000 <sup>(5)</sup>	0.0%	70,000 <sup>(5)</sup>	70,000 <sup>(5)</sup>	4,200 <sup>(5)</sup>	4,200 <sup>(5)</sup>	4,200 <sup>(5)</sup>	4,200 <sup>(5)</sup>

<sup>(1)</sup> At the end of the 3-Year waiting period, the RBP and RALP are set equal to the GBP and ALP, respectively. The 20% rider credit is applied to the lifetime benefit.

<sup>(2)</sup> The \$7,000 withdrawal is greater than the \$6,600 RBP allowed under the basic benefit and therefore excess withdrawal processing is applied to the basic benefit. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The BDP at the time of withdrawal is less than 20%, so the ALP percentage and GBP percentage are set at 6% for the remainder of the contract year.

<sup>(3)</sup> The ALP percentage and GBP percentage are 6% when the BDP is less than 20% and 5% when the BDP is greater than or equal to 20%.

<sup>(4)</sup> The \$10,000 withdrawal is greater than both the \$4,500 RBP allowed under the basic benefit and the \$6,000 RALP allowed under the lifetime benefit and therefore excess withdrawal processing is applied to both benefits. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or the ALP percentage times the contract value following the withdrawal. The WAB is reset to the ALP after the reset divided by the current ALP percentage. The BDP at the time of withdrawal is greater than or equal to 20%, so the ALP percentage and GBP percentage are set at 5% for the remainder of the contract year.

<sup>(5)</sup> Allocation to the Moderately Aggressive PN program investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP is reset to the lesser of the prior ALP or the ALP percentage times the contract value. The WAB is reset to the ALP after the reset divided by the current ALP percentage. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option.

### SecureSource rider — Example:

#### EXAMPLE #1: Single Life Benefit: Covered Person has not reached age 65 at the time the contract and rider are purchased.

#### Assumptions:

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You are age 60.
- Automatic Annual step ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied Annual step ups are indicated in bold.
- You elect the Moderate PN program investment option at issue. On the 1st contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target PN program investment option under the contract is the Moderate PN program investment option.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	\$ N/A	\$100,000	\$100,000	\$100,000	\$7,000	\$7,000	\$ N/A	\$ N/A
0.5	0	5,000	92,000	100,000	95,000	7,000	2,000	N/A	N/A
1	0	0	90,000	90,000 <sup>(1)</sup>	90,000 <sup>(1)</sup>	6,300	6,300	N/A	N/A
2	0	0	81,000	90,000	90,000	6,300	6,300	N/A	N/A
5	0	0	75,000	90,000	90,000	6,300	6,300	5,400 <sup>(2)</sup>	5,400 <sup>(2)</sup>
5.5	0	5,400	70,000	90,000	84,600	6,300	900	5,400	0
6	0	0	69,000	90,000	84,600	6,300	6,300	5,400	5,400



Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
6.5	0	6,300	62,000	90,000	78,300	6,300	0	3,720 <sup>(3)</sup>	0
7	0	0	64,000	90,000	78,300	6,300	6,300	<b>3,840</b>	<b>3,840</b>
7.5	0	10,000	51,000	51,000 <sup>(4)</sup>	51,000 <sup>(4)</sup>	3,570	0	3,060 <sup>(4)</sup>	0
8	0	0	<b>55,000</b>	<b>55,000</b>	<b>55,000</b>	<b>3,850</b>	<b>3,850</b>	<b>3,300</b>	<b>3,300</b>

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, spousal continuation, contract ownership change, or PN program investment option changes), you can continue to withdrawal up to either the GBP of \$3,850 each year until the RBA is reduced to zero, or the ALP of \$3,300 each year until the later of your death or the RBA is reduced to zero.

- (1) Allocation to the Moderately Aggressive investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP (if established) is reset to the lesser of the prior ALP or 6% of the contract value. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option.
- (2) The ALP and RALP are established on the contract anniversary date following the date the covered person reaches age 65 as 6% of the RBA.
- (3) The \$6,300 withdrawal is greater than the \$5,400 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.
- (4) The \$10,000 withdrawal is greater than both the \$6,300 RBP allowed under the basic withdrawal benefit and the \$3,840 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

## EXAMPLE #2: Single Life Benefit: Covered Person has reached 65 at the time the contract and rider are purchased.

### Assumptions:

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You are age 65.
- Automatic Annual step ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied Annual step ups are indicated in bold.
- Your death occurs after 6½ contract years and your spouse continues the contract and rider. Your spouse is over age 65 and is the new Covered Person.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	\$ N/A	\$100,000	\$100,000	\$100,000	\$7,000	\$7,000	\$6,000	\$6,000
1	0	0	105,000	<b>105,000</b>	<b>105,000</b>	<b>7,350</b>	7,000 <sup>(1)</sup>	6,300	6,000 <sup>(1)</sup>
2	0	0	110,000	<b>110,000</b>	<b>110,000</b>	<b>7,700</b>	7,000 <sup>(1)</sup>	6,600	6,000 <sup>(1)</sup>
3	0	0	110,000	110,000	110,000	7,700	7,700 <sup>(2)</sup>	6,600	6,600 <sup>(2)</sup>
3.5	0	6,600	110,000	110,000	103,400	7,700	1,100	6,600	0
4	0	0	115,000	<b>115,000</b>	<b>115,000</b>	<b>8,050</b>	<b>8,050</b>	<b>6,900</b>	<b>6,900</b>
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,900 <sup>(3)</sup>	0
5	0	0	120,000	<b>120,000</b>	<b>120,000</b>	<b>8,400</b>	<b>8,400</b>	<b>7,200</b>	<b>7,200</b>
5.5	0	10,000	122,000	120,000 <sup>(4)</sup>	110,000 <sup>(4)</sup>	8,400	0	7,200 <sup>(4)</sup>	0
6	0	0	125,000	<b>125,000</b>	<b>125,000</b>	<b>8,750</b>	<b>8,750</b>	<b>7,500</b>	<b>7,500</b>
6.5	0	0	110,000	125,000	125,000	8,750	8,750	6,600 <sup>(5)</sup>	6,600 <sup>(5)</sup>
7	0	0	105,000	125,000	125,000	8,750	8,750	6,600	6,600

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, contract ownership change, or PN program investment option changes), your spouse can continue to withdrawal up to either the GBP of \$8,750 each year until the RBA is reduced to zero, or the ALP of \$6,600 each year until the later of your spouse's death or the RBA is reduced to zero.

- (1) The Annual Step-up has not been applied to the RBP or RALP because any withdrawal after step up during the Waiting Period would reverse any prior step ups prior to determining if the withdrawal is excess. Therefore, during the Waiting Period, the RBP is the amount you can withdrawal without incurring the GBA and RBA excess withdrawal processing, and the RALP is the amount you can withdrawal without incurring the ALP excess withdrawal processing.
- (2) On the third anniversary (after the end of the waiting period), the RBP and RALP are set equal to the GBP and ALP, respectively.
- (3) The \$8,050 withdrawal is greater than the \$6,900 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.
- (4) The \$10,000 withdrawal is greater than both the \$8,400 RBP allowed under the basic withdrawal benefit and the \$7,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(4) The \$10,000 withdrawal is greater than both the \$8,400 RBP allowed under the basic withdrawal benefit and the \$7,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(5) At spousal continuation, the ALP is reset to the lesser of the prior ALP or 6% of the contract value and the RALP is reset to the ALP.

**EXAMPLE #3: Joint Life Benefit: Younger Covered Spouse has not reached 65 at the time the contract and rider are purchased.**

**Assumptions:**

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract.
- You are age 59 and your spouse is age 60.
- Automatic annual step ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step ups are indicated in bold.
- You elect the Moderate investment option at issue. On the 1st contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target PN program investment option under the contract is the Moderate PN program investment option.
- Your death occurs after 9½ contract years and your spouse continues the contract and rider; the lifetime benefit is not reset.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	\$ N/A	\$100,000	\$100,000	\$100,000	\$7,000	\$7,000	\$ N/A	\$ N/A
0.5	0	5,000	92,000	100,000	95,000	7,000	2,000	N/A	N/A
1	0	0	90,000	90,000 <sup>(1)</sup>	90,000 <sup>(1)</sup>	6,300	6,300	N/A	N/A
2	0	0	81,000	90,000	90,000	6,300	6,300	N/A	N/A
6	0	0	75,000	90,000	90,000	6,300	6,300	5,400 <sup>(2)</sup>	5,400 <sup>(2)</sup>
6.5	0	5,400	70,000	90,000	84,600	6,300	900	5,400	0
7	0	0	69,000	90,000	84,600	6,300	6,300	5,400	5,400
7.5	0	6,300	62,000	90,000	78,300	6,300	0	3,720 <sup>(3)</sup>	0
8	0	0	64,000	90,000	78,300	6,300	6,300	<b>3,840</b>	<b>3,840</b>
8.5	0	10,000	51,000	51,000 <sup>(4)</sup>	51,000 <sup>(4)</sup>	3,570	0	3,060 <sup>(4)</sup>	0
9	0	0	<b>55,000</b>	<b>55,000</b>	<b>55,000</b>	<b>3,850</b>	<b>3,850</b>	<b>3,300</b>	<b>3,300</b>
9.5	0	0	54,000	55,000	55,000	3,850	3,850	3,300	3,300
10	0	0	52,000	55,000	55,000	3,850	3,850	3,300	3,300

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, or PN program investment option changes), your spouse can continue to withdrawal up to either the GBP of \$3,850 each year until the RBA is reduced to zero, or the ALP of \$3,300 each year until the later of your spouse's death or the RBA is reduced to zero.

(1) The ALP and RALP are established on the contract anniversary date following the date the younger Covered Spouse reaches age 65 as 6% of the RBA.

(2) Allocation to the Moderately Aggressive PN program model portfolio or investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP is reset to the lesser of the prior ALP or 6% of the contract value. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option.

(3) The \$6,300 withdrawal is greater than the \$5,400 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(4) The \$10,000 withdrawal is greater than both the \$6,300 RBP allowed under the basic withdrawal benefit and the \$3,840 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

**EXAMPLE #4: Joint Life Benefit: Younger Covered Spouse has reached 65 at the time the contract and rider are purchased.**

**Assumptions:**

- You purchase the contract with a payment of \$100,000 and make no additional payments to the contract
- You are age 71 and your spouse is age 70.

- Automatic Annual step ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step ups are indicated in bold.
- Your death occurs after 6½ contract years and your spouse continues the contract and rider; the lifetime benefit is not reset.

Contract Duration	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	\$ N/A	\$100,000	\$100,000	\$100,000	\$7,000	\$7,000	\$6,000	\$6,000
1	0	0	105,000	<b>105,000</b>	<b>105,000</b>	<b>7,350</b>	7,000 <sup>(1)</sup>	<b>6,300</b>	6,000 <sup>(1)</sup>
2	0	0	110,000	<b>110,000</b>	<b>110,000</b>	<b>7,700</b>	7,000 <sup>(1)</sup>	<b>6,600</b>	6,000 <sup>(1)</sup>
3	0	0	110,000	110,000	110,000	7,700	7,700 <sup>(2)</sup>	6,600	6,600 <sup>(2)</sup>
3.5	0	6,600	110,000	110,000	103,400	7,700	1,100	6,600	0
4	0	0	115,000	<b>115,000</b>	<b>115,000</b>	<b>8,050</b>	<b>8,050</b>	<b>6,900</b>	<b>6,900</b>
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,900 <sup>(3)</sup>	0
5	0	0	120,000	<b>120,000</b>	<b>120,000</b>	<b>8,400</b>	<b>8,400</b>	<b>7,200</b>	<b>7,200</b>
5.5	0	10,000	122,000	120,000 <sup>(4)</sup>	110,000 <sup>(4)</sup>	8,400	0	7,200 <sup>(4)</sup>	0
6	0	0	125,000	<b>125,000</b>	<b>125,000</b>	<b>8,750</b>	<b>8,750</b>	<b>7,500</b>	<b>7,500</b>
6.5	0	0	110,000	125,000	125,000	8,750	8,750	7,500	7,500
7	0	0	105,000	125,000	125,000	8,750	8,750	7,500	7,500

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, or PN program investment option changes), your spouse can continue to withdrawal up to either the GBP of \$8,750 each year until the RBA is reduced to zero, or the ALP of \$7,500 each year until the later of your spouse's death or the RBA is reduced to zero.

- <sup>(1)</sup> The Annual step-up has not been applied to the RBP or RALP because any withdrawal after step up during the waiting period would reverse any prior step ups prior to determining if the withdrawal is excess. Therefore, during the Waiting Period, the RBP is the amount you can withdrawal without incurring the GBA and RBA excess withdrawal processing, and the RALP is the amount you can withdrawal without incurring the ALP excess withdrawal processing.
- <sup>(2)</sup> On the third anniversary (after the end of the Waiting Period), the RBP and RALP are set equal to the GBP and ALP, respectively.
- <sup>(3)</sup> The \$8,050 withdrawal is greater than the \$6,900 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.
- <sup>(4)</sup> The \$10,000 withdrawal is greater than both the \$8,400 RBP allowed under the basic withdrawal benefit and the \$7,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

## Appendix E: *SecureSource* Series of Riders — Additional Required Minimum Distribution (RMD) Disclosure

This appendix describes our current administrative practice for determining the amount of withdrawals in any contract year which an owner may take under the *SecureSource* series of riders to satisfy the RMD rules under 401(a)(9) of the Code without application of the excess withdrawal processing described in the rider. We reserve the right to modify this administrative practice at any time upon 30 days' written notice to you.

For *SecureSource Stages* and *SecureSource 20* riders, owners subject to annual RMD rules under Section 401(a)(9) of the Code, withdrawing from this contract during the waiting period to satisfy these rules will set your benefits to zero and you will not receive any future rider credit.

Amounts you withdraw from this contract (for *SecureSource Stages* and *SecureSource 20* riders, amounts you withdraw from this contract after the waiting period) to satisfy these rules are not subject to excess withdrawal processing under the terms of the rider subject to the following rules and our current administrative practice:

For *SecureSource* and *SecureSource 20* riders:

- (1) If on the date we calculated your Annual Life Expectancy Required Minimum Distribution Amount (ALERMDA), it is greater than the RBP from the beginning of the current contract year\*,
  - Basic Additional Benefit Amount (BABA) will be set equal to that portion of your ALERMDA that exceeds the RBP from the beginning of the current contract year.
  - Any withdrawals taken in a contract year will count first against and reduce the RBP for that contract year.
  - Once the RBP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the BABA. These withdrawals will not be considered excess withdrawals with regard to the GBA and RBA as long as they do not exceed the remaining BABA.
  - Once the BABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the GBA and RBA and will subject them all to the excess withdrawal processing described in the *SecureSource* series of riders.
- (2) If on the date we calculated your ALERMDA, it is greater than the RALP from the beginning of the current contract year\*,
  - A Lifetime Additional Benefit Amount (LABA) will be set equal to that portion of your ALERMDA that exceeds the RALP from the beginning of the current contract year\*.
  - Any withdrawals taken in a contract year will count first against and reduce the RALP for that contract year.
  - Once the RALP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the LABA. These withdrawals will not be considered excess withdrawals with regard to the ALP as long as they do not exceed the remaining LABA. Withdrawals will not be considered excess withdrawals unless amounts withdrawn exceed combined RALP and LABA values.
  - Once the LABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the ALP and will subject the ALP to the excess withdrawal processing described by the *SecureSource* series of riders.
- (3) If the ALP is established on a policy anniversary where your current ALERMDA is greater than the new RALP,
  - An initial LABA will be set equal to that portion of your ALERMDA that exceeds the new RALP.
  - This new LABA will be immediately reduced by the amount that total withdrawals in the current calendar year exceed the new RALP, but shall not be reduced to less than zero.

For *SecureSource Stages* and *SecureSource Stages 2* riders:

- (1) Each calendar year, if your ALERMDA is greater than the ALP,
  - A Lifetime Additional Benefit Amount (LABA) will be set equal to that portion of your ALERMDA that exceeds the ALP.
  - The LABA will be reduced by the total of the amount that each withdrawal in the current calendar year exceeds the RALP at the time of each withdrawal, but shall not be reduced to less than zero.
  - Any withdrawals taken in a contract year will count first against and reduce the RALP for that contract year.
  - Once the RALP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the LABA. These withdrawals will not be considered excess withdrawals with regard to the ALP as long as they do not exceed the remaining LABA. Withdrawals will not be considered excess withdrawals unless amounts withdrawn exceed combined RALP and LABA values.

- Once the LABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the ALP and will subject the ALP to the excess withdrawal processing described by the *SecureSource Stages* and *SecureSource Stages 2*.

\* For *SecureSource 20* riders, adjusted for any subsequent changes between 5% and 6% as described under “GBP Percentage and ALP Percentage”.

The ALERMDA is:

- (1) determined by us each calendar year (for *SecureSource Stages* and *SecureSource 20* riders, starting with the calendar year in which the waiting period ends);
- (2) based on your initial purchase payment and not the entire interest value in the calendar year of contract issue and therefore may not be sufficient to allow you to withdraw your RMD without causing an excess withdrawal;
- (3) based solely on the value of the contract to which the *SecureSource* series rider is attached as of the date we make the determination;
- (4) based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- (5) based on the company’s understanding and interpretation of the requirements for life expectancy distributions intended to satisfy the required minimum distribution rules under Code Section 401(a)(9) and the Treasury Regulations promulgated thereunder, as applicable on the effective date of this prospectus, to:
  1. an individual retirement annuity (Section 408(b));
  2. a Roth individual retirement account (Section 408A);
  3. a Simplified Employee Pension plan (Section 408(k));
  4. a tax-sheltered annuity rollover (Section 403(b)).

In the future, the requirements under the Code for such distributions may change and the life expectancy amount calculation provided under your rider within the *SecureSource* series of riders may not be sufficient to satisfy the requirements under the Code for these types of distributions. In such a situation, amounts withdrawn to satisfy such distribution requirements will exceed your available RBP or RALP amount and may result in the reduction of your GBA, RBA, and/or ALP as described under the excess withdrawal provision of the rider.

In cases where the Code does not allow the life expectancy of a natural person to be used to calculate the required minimum distribution amount (e.g., ownership by a trust or a charity), we will calculate the life expectancy RMD amount calculated by us as zero in all years.

Please contact your tax advisor about the impact of those rules prior to purchasing one of the *SecureSource* series of riders.

# Appendix F: Example — Benefit Protector Death Benefit Rider

## EXAMPLE OF THE BENEFIT PROTECTOR

### Assumptions:

- You purchase the contract with a payment of \$100,000 and you (Current Contract) or you and the annuitant (Original Contract) are under age 70; and
- You select the MAV Death Benefit.

During the first contract year the contract value grows to \$105,000. The death benefit under the MAV Death Benefit equals the contract value, \$105,000. You have not reached the first contract anniversary so the Benefit Protector does not provide any additional benefit at this time.

On the first contract anniversary the contract value grows to \$110,000. The death benefit equals:

MAV Death Benefit (contract value):	\$110,000
plus the Benefit Protector benefit which equals 40% of earnings at death (MAV Death Benefit minus remaining purchase payments for the Current Contract or MAV Death Benefit minus payments not previously surrendered for the Original Contract):	
$0.40 \times (\$110,000 - \$100,000) =$	<u>+4,000</u>
Total death benefit of:	\$114,000

On the second contract anniversary the contract value falls to \$105,000. The death benefit equals:

MAV Death Benefit (MAV):	\$110,000
plus the Benefit Protector benefit (40% of earnings at death):	
$0.40 \times (\$110,000 - \$100,000) =$	<u>+4,000</u>
Total death benefit of:	\$114,000

During the third contract year the contract value remains at \$105,000 and you request a partial surrender of \$50,000, including the applicable 7% surrender charges. We will surrender \$10,500 from your contract value free of charge (10% of your prior anniversary's contract value). The remainder of the surrender is subject to a 7% surrender charge because your payment is in the third year of the surrender charge schedule, so we will withdraw \$39,500 (\$36,735 + \$2,765 in surrender charges) from your contract value. Altogether, we will surrender \$50,000 and pay you \$47,235. We calculate purchase payments not previously surrendered as \$100,000 - \$45,000 = \$55,000 (remember that \$5,000 of the partial surrender is contract earnings). The death benefit equals:

MAV Death Benefit (MAV adjusted for partial surrenders):	\$57,619
plus the Benefit Protector benefit (40% of earnings at death):	
$0.40 \times (\$57,619 - \$55,000) =$	<u>+1,048</u>
Total death benefit of:	\$58,667

On the third contract anniversary the contract value falls to \$40,000. The death benefit equals the previous death benefit. The reduction in contract value has no effect.

On the ninth contract anniversary the contract value grows to a new high of \$200,000. Earnings at death reaches its maximum of 250% of purchase payments not previously surrendered that are one or more years old.

The death benefit equals:

MAV Death Benefit (contract value):	\$200,000
plus the Benefit Protector benefit (40% of earnings at death, up to a maximum of 100% of purchase payments not previously surrendered that are one or more years old)	<u>+55,000</u>
Total death benefit of:	\$255,000

During the tenth contract year you make an additional purchase payment of \$50,000. Your new contract value is now \$250,000. The new purchase payment is less than one year old and so it has no effect on the Benefit Protector value. The death benefit equals:

MAV Death Benefit (contract value):	\$250,000
plus the Benefit Protector benefit (40% of earnings at death, up to a maximum of 100% of purchase payments not previously surrendered that are one or more years old)	<u>+55,000</u>
Total death benefit of:	\$305,000

During the eleventh contract year the contract value remains \$250,000 and the “new” purchase payment is one year old and the value of the Benefit Protector changes. The death benefit equals:

MAV Death Benefit (contract value):	\$250,000
plus the Benefit Protector benefit (40% of earnings at death up to a maximum of 100% of purchase payments not previously surrendered that are one or more years old)	
$0.40 \times (\$250,000 - \$105,000) =$	<u>+58,000</u>
Total death benefit of:	\$308,000

# Appendix G: Example — Benefit Protector Plus Death Benefit Rider

## EXAMPLE OF THE BENEFIT PROTECTOR PLUS

### Assumptions:

- You purchase the contract with a payment of \$100,000 and you (Current Contract) or you and the annuitant (Original Contract) are under age 70; and
- you select the MAV Death Benefit.

During the first contract year the contract value grows to \$105,000. The MAV Death Benefit equals the contract value. You have not reached the first contract anniversary so the Benefit Protector Plus does not provide any additional benefit at this time.

On the first contract anniversary the contract value grows to \$110,000. You have not reached the second contract anniversary so the Benefit Protector Plus does not provide any benefit beyond what is provided by the Benefit Protector at this time. The death benefit equals:

MAV Death Benefit (contract value):	\$110,000
plus the Benefit Protector Plus benefit which equals 40% of earnings at death (MAV Death Benefit minus remaining purchase payments for the Current Contract or MAV Death Benefit minus payments not previously surrendered for the Original Contract):	
$0.40 \times (\$110,000 - \$100,000) =$	<u>+4,000</u>
Total death benefit of:	\$114,000

On the second contract anniversary the contract value falls to \$105,000. The death benefit equals:

MAV Death Benefit (MAV):	\$110,000
plus the Benefit Protector Plus benefit which equals 40% of earnings at death:	
$0.40 \times (\$110,000 - \$100,000) =$	+4,000
plus 10% of purchase payments made within 60 days of contract issue and not previously surrendered: $0.10 \times \$100,000 =$	<u>+10,000</u>
Total death benefit of:	\$124,000

During the third contract year the contract value remains at \$105,000 and you request a partial surrender of \$50,000, including the applicable 7% surrender charge. We will surrender \$10,500 from your contract value free of charge (10% of your prior anniversary's contract value). The remainder of the surrender is subject to a 7% surrender charge because your payment is in the third year of the surrender charge schedule, so we will surrender \$39,500 (\$36,735 + \$2,765 in surrender charges) from your contract value. Altogether, we will surrender \$50,000 and pay you \$47,235. We calculate purchase payments not previously surrendered as \$100,000 - \$45,000 = \$55,000 (remember that \$5,000 of the partial surrender is contract earnings). The death benefit equals:

MAV Death Benefit (MAV adjusted for partial surrenders):	\$ 57,619
plus the Benefit Protector Plus benefit which equals 40% of earnings at death:	
$0.40 \times (\$57,619 - \$55,000) =$	+1,048
plus 10% of purchase payments made within 60 days of contract issue and not previously surrendered: $0.10 \times \$55,000 =$	<u>+5,500</u>
Total death benefit of:	\$ 64,167

On the third contract anniversary the contract value falls to \$40,000. The death benefit equals the previous death benefit. The reduction in contract value has no effect.

On the ninth contract anniversary the contract value grows to a new high of \$200,000. Earnings at death reaches its maximum of 250% of purchase payments not previously surrendered that are one or more years old. Because we are beyond the fourth contract anniversary the Benefit Protector Plus also reaches its maximum of 20%. The death benefit equals:

MAV Death Benefit (contract value):	\$200,000
plus the Benefit Protector Plus benefit which equals 40% of earnings at death, up to a maximum of 100% of purchase payments not previously surrendered that are one or more years old	+55,000
plus 20% of purchase payments made within 60 days of contract issue and not previously surrendered: $0.20 \times \$55,000 =$	<u>+11,000</u>
Total death benefit of:	\$266,000



During the tenth contract year you make an additional purchase payment of \$50,000. Your new contract value is now \$250,000. The new purchase payment is less than one year old and so it has no effect on the Benefit Protector Plus value. The death benefit equals:

MAV Death Benefit (contract value):	\$250,000
plus the Benefit Protector Plus benefit which equals 40% of earnings at death, up to a maximum of 100% of purchase payments not previously surrendered that are one or more years old	+55,000
plus 20% of purchase payments made within 60 days of contract issue and not previously surrendered: $0.20 \times \$55,000 =$	<u>+11,000</u>
Total death benefit of:	\$316,000

During the eleventh contract year the contract value remains \$250,000 and the “new” purchase payment is one year old. The value of the Benefit Protector Plus remains constant. The death benefit equals:

MAV Death Benefit (contract value):	\$250,000
plus the Benefit Protector Plus benefit which equals 40% of earnings at death (MAV Death Benefit minus payments not previously surrendered): $0.40 \times (\$250,000 - \$105,000) =$	+58,000
plus 20% of purchase payments made within 60 days of contract issue and not previously surrendered: $0.20 \times \$55,000 =$	<u>+11,000</u>
Total death benefit of:	\$319,000

# Appendix H: Asset Allocation Program for Contracts With Applications Signed Before May 1, 2006

## **ASSET ALLOCATION PROGRAM**

For contracts with applications signed before May 1, 2006, we offered an asset allocation program. You could elect to participate in the asset allocation program, and there is no additional charge. If you purchased an optional Accumulation Protector Benefit rider, Guarantor Withdrawal Benefit rider or Income Assurer Benefit rider, you are required to participate in the asset allocation program under the terms of the rider.

This asset allocation program allows you to allocate your contract value to a model portfolio that consists of subaccounts and may include certain GPAs (if available under the asset allocation program), which represent various asset classes. By spreading your contract value among these various asset classes, you may be able to reduce the volatility in your contract value, but there is no guarantee that this will occur.

Asset allocation does not guarantee that your contract will increase in value nor will it protect against a decline in value if market prices fall. If you choose or are required to participate in the asset allocation program, you are responsible for determining which model portfolio is best for you. Your investment professional can help you make this determination. In addition, your investment professional may provide you with an investor questionnaire, a tool that can help you determine which model portfolio is suited to your needs based on factors such as your investment goals, your tolerance for risk, and how long you intend to invest.

Under the asset allocation program, we have offered five model portfolios ranging from conservative to aggressive. You may not use more than one model portfolio at a time. You are allowed to request a change to another model portfolio twice per contract year. Each model portfolio specifies allocation percentages to each of the subaccounts, any GPAs that make up that model portfolio. By participating in the asset allocation program, you authorize us to invest your contract value in the subaccounts, any GPAs according to the allocation percentages stated for the specific model portfolio you have selected. You also authorize us to automatically rebalance your contract value quarterly beginning three months after the effective date of your contract in order to maintain alignment with the allocation percentages specified in the model portfolio.

Special rules will apply to the GPAs if they are included in a model portfolio. Under these rules:

- no MVA will apply when rebalancing occurs within a specific model portfolio (but an MVA may apply if you elect to transfer to a new model portfolio); and
- no MVA will apply when you elect an annuity payout plan while your contract value is invested in a model portfolio (see “Guarantee Period Accounts — Market Value Adjustment”).

Under the asset allocation program, the subaccounts, any GPAs that make up the model portfolio you selected and the allocation percentages to those subaccounts, any GPAs will not change unless we adjust the composition of the model portfolio to reflect the liquidation, substitution or merger of an underlying fund, a change of investment objective by an underlying fund or when an underlying fund stops selling its shares to the variable account. We reserve the right to change the terms and conditions of the asset allocation program upon written notice to you.

If permitted under applicable securities law, we reserve the right to:

- reallocate your current model portfolio to an updated version of your current model portfolio; or
- substitute a fund of funds for your current model portfolio.

We also reserve the right to discontinue the asset allocation program. We will give you 30 days' written notice of any such change.

If you elected to participate in the asset allocation program, you may discontinue your participation in the program at any time by giving us written notice. Upon cancellation, automated rebalancing associated with the asset allocation program will end. You can elect to participate in the asset allocation program again at any time.

# Appendix I: Guarantor Withdrawal Benefit for Life Rider Disclosure

## **GUARANTOR WITHDRAWAL BENEFIT FOR LIFE RIDER**

The Guarantor Withdrawal Benefit for Life rider is an optional benefit that you may select for an additional annual charge if<sup>(1)</sup>:

- your contract application is signed on or after May 1, 2006;
- the rider is available in your state; and
- you and the annuitant are 80 or younger on the date the contract is issued.

<sup>(1)</sup> The Guarantor Withdrawal Benefit for Life rider is not available under an inherited qualified annuity.

You must elect the Guarantor Withdrawal Benefit for Life rider when you purchase your contract. The rider effective date will be the contract issue date.

The Guarantor Withdrawal Benefit for Life rider guarantees that you will be able to withdraw up to a certain amount each year from the contract, regardless of the investment performance of your contract before the annuity payments begin, until you have recovered at minimum all of your purchase payments. And, under certain limited circumstances defined in the rider, you have the right to take a specified amount of partial withdrawals in each contract year until death (see “At Death” heading below) — even if the contract value is zero.

Your contract provides for annuity payouts to begin on the annuitization start date (see “Buying Your Contract — The Annuitization Date”). Before the annuitization start date, you have the right to withdraw some or all of your contract value, less applicable administrative, surrender and rider charges imposed under the contract at the time of the withdrawal (see “Making the Most of Your Contract — Surrenders”). Because your contract value will fluctuate depending on the performance of the underlying funds in which the subaccounts invest, the contract itself does not guarantee that you will be able to take a certain withdrawal amount each year before the annuitization start date, nor does it guarantee the length of time over which such withdrawals can be made before the annuitization start date.

The Guarantor Withdrawal Benefit for Life rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time.

Under the terms of the Guarantor Withdrawal Benefit for Life rider, the calculation of the amount which can be withdrawn in each contract year varies depending on several factors, including but not limited to the waiting period (see “Waiting period” heading below) and whether or not the lifetime withdrawal benefit has become effective:

- (1) The basic withdrawal benefit gives you the right to take limited partial withdrawals in each contract year and guarantees that over time the withdrawals will total an amount equal to, at minimum, your purchase payments. Key terms associated with the basic withdrawal benefit are “Guaranteed Benefit Payment (GBP),” “Remaining Benefit Payment (RBP),” “Guaranteed Benefit Amount (GBA),” and “Remaining Benefit Amount (RBA).” See these headings below for more information.
- (2) The lifetime withdrawal benefit gives you the right, under certain limited circumstances defined in the rider, to take limited partial withdrawals until the later of death (see “At Death” heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero. Key terms associated with the lifetime withdrawal benefit are “Annual Lifetime Payment (ALP),” “Remaining Annual Lifetime Payment (RALP),” “Covered Person,” and “Annual Lifetime Payment Attained Age (ALPAA).” See these headings below for more information.

Only the basic withdrawal benefit will be in effect prior to the date that the lifetime withdrawal benefit becomes effective. The lifetime withdrawal benefit becomes effective automatically on the rider anniversary date after the covered person reaches age 65, or the rider effective date if the covered person is age 65 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” heading below).

Provided annuity payouts have not begun, the Guarantor Withdrawal Benefit for Life rider guarantees that you may take the following partial withdrawal amounts each contract year:

- After the waiting period and before the establishment of the ALP, the rider guarantees that each year you can cumulatively withdraw an amount equal to the GBP;
- During the waiting period and before the establishment of the ALP, the rider guarantees that each year you can cumulatively withdraw an amount equal to the value of the RBP at the beginning of the contract year;
- After the waiting period and after the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal the ALP or the GBP, but the rider does not guarantee withdrawals of the sum of both the ALP and the GBP in a contract year;
- During the waiting period and after the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal to the value of the RALP or the RBP at the beginning of the contract year, but the rider does not guarantee withdrawals of the sum of both the RALP and the RBP in a contract year.

If you withdraw less than the allowed partial withdrawal amount in a contract year, the unused portion cannot be carried over to the next contract year. As long as your partial withdrawals in each contract year do not exceed the annual partial withdrawal amount allowed under the rider, and there has not been a contract ownership change or spousal continuation of the contract, the guaranteed amounts available for partial withdrawals are protected (i.e., will not decrease).

If you withdraw more than the allowed partial withdrawal amount in a contract year, we call this an “excess withdrawal” under the rider. Excess withdrawals trigger an adjustment of a benefit’s guaranteed amount, which may cause it to be reduced (see “GBA Excess Withdrawal Processing,” “RBA Excess Withdrawal Processing,” and “ALP Excess Withdrawal Processing” headings below).

Please note that each of the two benefits has its own definition of the allowed annual withdrawal amount. Therefore a partial withdrawal may be considered an excess withdrawal for purposes of the lifetime withdrawal benefit only, the basic withdrawal benefit only, or both.

If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see “Charges — Surrender Charges”). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. Market value adjustments, if applicable, will also be made (see “Guarantee Period Accounts (GPAs) — Market Value Adjustment”). We pay you the amount you request. Any partial surrenders you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full surrender of the contract, you will receive the remaining contract value less any applicable charges (see “Making the Most of Your Contract — Surrender”).

The rider’s guaranteed amounts can be increased at the specified intervals if your contract value has increased. An annual step up feature is available at each contract anniversary, subject to certain conditions, and may be applied automatically to your contract or may require you to elect the step up (see “Annual Step Up” heading below). If you exercise the annual step up election, the spousal continuation step up election (see “Spousal Continuation Step Up” heading below) or change your PN investment option, the rider charge may change (see “Charges”).

If you take withdrawals during the waiting period, any prior steps ups applied will be reversed and step ups will not be available until the third rider anniversary. You may take withdrawals after the waiting period without reversal of prior step ups.

You should consider whether the Guarantor Withdrawal Benefit for Life rider is appropriate for you because:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Withdrawal Benefit Limitations:** The lifetime withdrawal benefit is subject to certain limitations, including but not limited to:
  - (a) Once the contract value equals zero, payments are made for as long as the oldest owner or annuitant is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime withdrawal benefit terminates at the first death of any owner or annuitant (see “At Death” heading below). Therefore, if there are multiple contract owners or the annuitant is not an owner, the rider may terminate or the lifetime withdrawal benefit may be reduced. This possibility may present itself when:
    - (i) *There are multiple contract owners* — when one of the contract owners dies the benefit terminates even though other contract owners are still living (except if the contract is continued under the spousal continuation provision of the contract); or
    - (ii) *The owner and the annuitant are not the same persons* — if the annuitant dies before the owner, the benefit terminates even though the owner is still living. This could happen, for example, when the owner is younger than the annuitant. This risk increases as the age difference between owner and annuitant increases.
  - (b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If the both the ALP and the contract value are zero, the lifetime withdrawal benefit will terminate.
  - (c) When the lifetime withdrawal benefit is first established, the initial ALP is based on the basic withdrawal benefit’s RBA at that time (see “Annual Lifetime Payment (ALP)” heading below), unless there has been a spousal continuation or ownership change. Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.
  - (d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the Guarantor Withdrawal Benefit for Life rider will terminate.
- **Investment Allocation Restrictions:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity

markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds” section.) We reserve the right to add, remove or substitute approved investment options at any time and in our sole discretion in the future. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the one-year fixed account that are available under the contract to contract owners who do not elect this rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.”) You may allocate purchase payments to the DCA fixed account, when available, and we will make monthly transfers into the investment option you have chosen. Subject to state restrictions, we reserve the right to limit the number of investment options from which you can select based on the dollar amount of purchase payments you make.

- **Limitations on Purchase of Other Riders under this Contract:** If you select the Guarantor Withdrawal Benefit for Life rider, you may not elect an Income Assurer Benefit rider or the Accumulation Protector Benefit rider.
- **Non-Cancelable:** Once elected, the Guarantor Withdrawal Benefit for Life rider may not be cancelled and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero (described below) or after the annuitization start date.
- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments, subject to state restrictions, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see “Buying Your Contract — Purchase Payments”.
- **Interaction with Total Free Amount (TFA) contract provision:** The TFA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The TFA may be greater than the RBP or RALP under this rider. Any amount you withdraw under the contract’s TFA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of this rider in your tax situation:

- **Tax Considerations for Nonqualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including partial withdrawals taken from the contract under the terms of this rider, are treated less favorably than amounts received as annuity payments under the contract (see “Taxes — Nonqualified Annuities”). Withdrawals before age 59 ½ may incur a 10% IRS early withdrawal penalty and may be considered taxable income.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD that exceeds the specified amount of withdrawal available under the rider. Partial withdrawals in any contract year that exceed the guaranteed amount available for withdrawal may reduce future benefits guaranteed under the rider. While the rider permits certain excess withdrawals to be made for the purpose of satisfying RMD requirements for this contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. Additionally, RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

For owners subject to annual RMD rules under Section 401(a)(9) of the Code, the amounts you withdraw each year from this contract to satisfy these rules are not subject to excess withdrawal processing under the terms of the rider subject to the following rules and our current administrative practice:

- (1) If on the date we calculated your Annual Life Expectancy Required Minimum Distribution Amount (ALERMDA), it is greater than the RBP from the beginning of the current contract year,
  - Basic Additional Benefit Amount (BABA) will be set equal to that portion of your ALERMDA that exceeds the RBP from the beginning of the current contract year.
  - Any withdrawals taken in a contract year will count first against and reduce the RBP for that contract year.
  - Once the RBP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the BABA. These withdrawals will not be considered excess withdrawals with regard to the GBA and RBA as long as they do not exceed the remaining BABA.
  - Once the BABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the GBA and RBA and will subject them all to the excess withdrawal processing described in the Guarantor Withdrawal Benefit for Life rider.

- (2) If on the date we calculated your ALERMDA, it is greater than the RALP from the beginning of the current Contract Year,
- A Lifetime Additional Benefit Amount (LABA) will be set equal to that portion of your ALERMDA that exceeds the RALP from the beginning of the current contract year.
  - Any withdrawals taken in a contract year will count first against and reduce the RALP for that contract year.
  - Once the RALP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the LABA. These withdrawals will not be considered excess withdrawals with regard to the ALP as long as they do not exceed the remaining LABA.
  - Once the LABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the ALP and will subject the ALP to the excess withdrawal processing described by the Guarantor Withdrawal Benefit for Life rider.
- (3) If the ALP is established on a policy anniversary where your current ALERMDA is greater than the new RALP,
- An initial LABA will be set equal to that portion of your ALERMDA that exceeds the new RALP.
  - This new LABA will be immediately reduced by the amount that total withdrawals in the current calendar year exceed the new RALP, but shall not be reduced to less than zero.

The Annual Life Expectancy Required Minimum Distribution Amount (ALERMDA) is:

- (1) determined by us each calendar year;
- (2) based solely on the value of the contract to which the Guarantor Withdrawal Benefit for Life rider is attached as of the date we make the determination; and
- (3) is otherwise based on the company's understanding and interpretation of the requirements for life expectancy distributions intended to satisfy the required minimum distribution rules under Code Section 401(a)(9) and the Treasury Regulations promulgated thereunder, as applicable on the effective date of this prospectus, to:
  1. an individual retirement annuity (Section 408(b));
  2. a Roth individual retirement account (Section 408A);
  3. a Simplified Employee Pension plan (Section 408(k));
  4. a tax-sheltered annuity rollover (Section 403(b)).

We reserve the right to modify our administrative practice described above and will give you 30 days' written notice of any such change.

In the future, the requirements under the Code for such distributions may change and the life expectancy amount calculation provided under your Guarantor Withdrawal Benefit for Life rider may not be sufficient to satisfy the requirements under the Code for these types of distributions. In such a situation, amounts withdrawn to satisfy such distribution requirements will exceed your available RBP or RALP amount and may result in the reduction of your GBA, RBA, and/or ALP as described under the excess withdrawal provision of the rider.

In cases where the Code does not allow the life expectancy of a natural person to be used to calculate the required minimum distribution amount (e.g., ownership by a trust or a charity), we will calculate the life expectancy RMD amount calculated by us as zero in all years. The life expectancy required minimum distribution amount calculated by us will also equal zero in all years.

- **Treatment of non-spousal distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see "Taxes — Other — Spousal status" section of this prospectus.
- **Limitations on Tax-Sheltered Annuities (TSAs):** Your right to take withdrawals is restricted if your contract is a TSA (see "TSA — Special Provisions").

For an example, see "Examples of Guarantor Withdrawal Benefit for Life" below.

**Key terms and provisions of the Guarantor Withdrawal Benefit for Life rider are described below:**

**Partial Withdrawals:** A withdrawal of an amount that does not result in a full withdrawal of the contract. The partial withdrawal amount is a gross amount and will include any surrender charge and any market value adjustment.

**Waiting period:** The period of time starting on the rider effective date during which the annual step up is not available if you take withdrawals. The current waiting period is three years.

**Guaranteed Benefit Amount (GBA):** The total cumulative amount available for partial withdrawals over the life of the rider under the basic withdrawal benefit. The maximum GBA is \$5,000,000. The GBA cannot be withdrawn and is not payable as a death benefit. Rather, the GBA is an interim value used to calculate the amount available for withdrawals each year under the basic withdrawal benefit (see "Guaranteed Benefit Payment" below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

The GBA is determined at the following times, calculated as described:

- *At contract issue* — the GBA is equal to the initial purchase payment.
- *When you make additional purchase payments* — each additional purchase payment has its own GBA equal to the amount of the purchase payment.
- *At step up* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *When an individual RBA is reduced to zero* — the GBA that is associated with that RBA will also be set to zero.
- *When you make a partial withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the GBA associated with each purchase payment will be reset to the amount of that purchase payment. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment’s GBA remain unchanged.
  - (b) *is greater than the total RBP* — **GBA excess withdrawal processing will be applied to the GBA.** If the partial withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

### **GBA EXCESS WITHDRAWAL PROCESSING**

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment’s GBA after the withdrawal will be reset to equal that payment’s RBA after the withdrawal plus (a) times (b), where:

- (a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and
- (b) is each payment’s GBA before the withdrawal less that payment’s RBA after the withdrawal.

**Remaining Benefit Amount (RBA):** Each withdrawal you make reduces the amount that is guaranteed by this rider as future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract’s life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is \$5,000,000.

### **The RBA is determined at the following times, calculated as described:**

- *At contract issue* — the RBA is equal to the initial purchase payment.
- *When you make additional purchase payments* — each additional purchase payment has its own RBA initially set equal to that payment’s GBA (the amount of the purchase payment).
- *At step up* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *When you make a partial withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the RBA associated with each purchase payment will be reset to the amount of that purchase payment. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the total RBA is reduced by the amount of the withdrawal. If there have been multiple purchase payments, each payment’s RBA is reduced in proportion to its RBP.
  - (b) *is greater than the total RBP* — **RBA excess withdrawal processing will be applied to the RBA.** If the partial withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

### **RBA EXCESS WITHDRAWAL PROCESSING**

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment’s RBA will be reset. The total RBA will be reset according to the excess withdrawal processing described above. Each payment’s RBA will be reset in the following manner:

1. The withdrawal amount up to the total RBP is taken out of each RBA bucket in proportion to its individual RBP at the time of the withdrawal; and
2. The withdrawal amount above the total RBP and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

**Guaranteed Benefit Payment (GBP):** At any time, the amount available for partial withdrawals in each contract year after the waiting period, until the RBA is reduced to zero, under the basic withdrawal benefit. At any point in time, each purchase payment has its own GBP, which is equal to the lesser of that payment's RBA or 7% of that payment's GBA, and the total GBP is the sum of the individual GBPs.

During the waiting period, the guaranteed annual withdrawal amount may be less than the GBP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual withdrawal amount during the waiting period is equal to the value of the RBP at the beginning of the contract year.

**The GBP is determined at the following times, calculated as described:**

- *At contract issue* — the GBP is established as 7% of the GBA value.
- *At each contract anniversary* — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value.
- *When you make additional purchase payments* — each additional purchase payment has its own GBP equal to 7% of the purchase payment amount.
- *At step up* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *When an individual RBA is reduced to zero* — the GBP associated with that RBA will also be reset to zero.
- *When you make a partial withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the GBA and the RBA associated with each purchase payment will be reset to the amount of that purchase payment. Each payment's GBP will be reset to 7% of that purchase payment. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the GBP remains unchanged.
  - (b) *is greater than the total RBP* — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value, based on the RBA and GBA after the withdrawal. If the partial withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

**Remaining Benefit Payment (RBP):** The amount available for partial withdrawals for the remainder of the contract year under the basic withdrawal benefit. At any point in time, the total RBP is the sum of the RBPs for each purchase payment. During the waiting period, when the guaranteed amount maybe less than the GBP, the value of the RBP at the beginning of the contract year will be that amount that is actually guaranteed each contract year.

**The RBP is determined at the following times, calculated as described:**

- *At the beginning of each contract year during the waiting period and prior to any withdrawal* — the RBP for each purchase payment is set equal to that purchase payment multiplied by 7%.
- *At the beginning of any other contract year* — the RBP for each purchase payment is set equal to that purchase payment's GBP.
- *When you make additional purchase payments* — each additional purchase payment has its own RBP equal to that payment's GBP.
- *At step up* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *At spousal continuation* — (see "Spousal Option to Continue the Contract" heading below).
- *When an individual RBA is reduced to zero* — the RBP associated with that RBA will also be reset to zero.
- *When you make any partial withdrawal* — the total RBP is reset to equal the total RBP immediately prior to the partial withdrawal less the amount of the partial withdrawal, but not less than zero. If there have been multiple purchase payments, each payment's RBP is reduced proportionately. **If you withdraw an amount greater than the RBP, GBA excess withdrawal processing and RBA excess withdrawal processing are applied** and the amount available for future partial withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

**Covered Person:** The person whose life is used to determine when the ALP is established, and the duration of the ALP payments. The covered person is the oldest contract owner or annuitant. The covered person may change during the contract's life if there is a spousal continuation or a change of contract ownership. If the covered person changes, we recompute the benefits guaranteed by the rider, based on the life of the new covered person, which may reduce the amount of the lifetime withdrawal benefit.



**Annual Lifetime Payment Attained Age (ALPAA):** The covered person's age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 65.

**Annual Lifetime Payment (ALP):** Once established, the ALP at any time is the amount available for withdrawals in each contract year after the waiting period until the later of death (see "At Death" heading below), or the RBA is reduced to zero, under the lifetime withdrawal benefit. The maximum ALP is \$300,000. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the ALP is zero.

During the waiting period, the guaranteed annual lifetime withdrawal amount may be less than the ALP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual lifetime withdrawal amount during the waiting period is equal to the value of the RALP at the beginning of the contract year.

**The ALP is determined at the following times:**

- *The later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 65* — the ALP is established as 6% of the total RBA.
- *When you make additional purchase payments* — each additional purchase payment increases the ALP by 6% of the amount of the purchase payment.
- *At step ups* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *At contract ownership change* — (see "Spousal Option to Continue the Contract" and "Contract Ownership Change" headings below).
- *When you make a partial withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the ALP will be reset to equal total purchase payments multiplied by 6%. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the RALP* — the ALP remains unchanged.
  - (b) *is greater than the RALP* — **ALP excess withdrawal processing will be applied to the ALP.** Please note that if the partial withdrawal is made during the waiting period, the excess withdrawal processing are applied AFTER any previously applied annual step ups have been reversed.

**ALP EXCESS WITHDRAWAL PROCESSING**

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or 6% of the contract value immediately following the withdrawal.

**Remaining Annual Lifetime Payment (RALP):** The amount available for partial withdrawals for the remainder of the contract year under the lifetime withdrawal benefit. During the waiting period, when the guaranteed annual withdrawal amount may be less than the ALP, the value of the RALP at the beginning of the contract year will be the amount that is actually guaranteed each contract year. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the RALP is zero.

**The RALP is determined at the following times:**

- *The later of the contract effective date or the contract anniversary date following the date the covered person reaches age 65, and:*
  - (a) *During the waiting period and prior to any withdrawals* — the RALP is established equal to 6% of purchase payments.
  - (b) *At any other time* — the RALP is established equal to the ALP.
- *At the beginning of each contract year during the waiting period and prior to any withdrawals* — the RALP is set equal to the total purchase payments, multiplied by 6%.
- *At the beginning of any other contract year* — the RALP is set equal to ALP.
- *When you make additional purchase payments* — each additional purchase payment increases the RALP by 6% of the amount of the purchase payment.
- *At step ups* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *When you make any partial withdrawal* — the RALP equals the RALP immediately prior to the partial withdrawal less the amount of the partial withdrawal, but not less than zero. **If you withdraw an amount greater than the RALP, ALP excess withdrawal processing is applied** and the amount available for future partial withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in excess withdrawal processing, the applicable RALP will not yet reflect the amount of the current withdrawal.

**Step Up Date:** The date any step up becomes effective, and depends on the type of step up being applied (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).

**Annual Step Up:** Beginning with the first contract anniversary, an increase of the GBA, RBA, GBP, RBP, ALP, and/or RALP values may be available. A step up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn or paid upon death. Rather, a step up determines the current values of the GBA, RBA, GBP, RBP, ALP, and RALP, and may extend the payment period or increase the allowable payment.

The annual step up is subject to the following rules:

- The annual step up is available when the RBA or, if established, the ALP, would increase on the step up date.
- Only one step up is allowed each contract year.
- If you take any withdrawals during the waiting period, any previously applied step ups will be reversed and the annual step up will not be available until the end of the waiting period.
- If the application of the step up does not increase the rider charge, the annual step up will be automatically applied to your contract, and the step up date is the contract anniversary date.
- If the application of the step up would increase the rider charge, the annual step up is not automatically applied. Instead, you have the option to step up for 30 days after the contract anniversary. If you exercise the elective annual step up option, you will pay the rider charge in effect on the step up date. If you wish to exercise the elective annual step up option, we must receive a request from you or your investment professional. The step up date is the date we receive your request to step up. If your request is received after the close of business, the step up date will be the next valuation day.
- The ALP and RALP are not eligible for step ups until they are established. Prior to being established, the ALP and RALP values are both zero.
- Please note it is possible for the ALP and RALP to step up even if the RBA or GBA do not step up, and it is also possible for the RBA and GBA to step up even if the ALP or RALP do not step up.

The annual step up resets the GBA, RBA, GBP, RBP, ALP and RALP values as follows:

- The total RBA will be reset to the greater of the total RBA immediately prior to the step up date or the contract value (after charges are deducted) on the step up date.
- The total GBA will be reset to the greater of the total GBA immediately prior to the step up date or the contract value (after charges are deducted) on the step up date.
- The total GBP will be reset using the calculation as described above based on the increased GBA and RBA.
- The total RBP will be reset as follows:
  - (a) During the waiting period and prior to any withdrawals, the RBP will not be affected by the step up.
  - (b) At any other time, the RBP will be reset as the increased GBP less all prior withdrawals made in the current contract year, but never less than zero.
- The ALP will be reset to the greater of the ALP immediately prior to the step up date or 6% of the contract value (after charges are deducted) on the step up date.
- The RALP will be reset as follows:
  - (a) During the waiting period and prior to any withdrawals, the RALP will not be affected by the step up.
  - (b) At any other time, the RALP will be reset as the increased ALP less all prior withdrawals made in the current contract year, but not less than zero.

**Spousal Option to Continue the Contract:** If a surviving spouse elects to continue the contract, the Guarantor Withdrawal Benefit for Life rider also continues. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. When the spouse elects to continue the contract, any remaining waiting period is cancelled; the covered person will be re-determined and is the covered person referred to below; and the GBA, RBA, GBP, RBP, ALP and RALP values are affected as follows:

- The GBA, RBA, and GBP values remain unchanged.
- The RBP is automatically reset to the GBP less all prior withdrawals made in the current contract year, but not less than zero.
- *If the ALP has not yet been established and the new covered person has not yet reached age 65 as of the date of continuation* — the ALP will be established on the contract anniversary following the date the covered person reaches age 65 as the lesser of the RBA or the contract anniversary value, multiplied by 6%. The RALP will be established on the same date equal to the ALP.

- *If the ALP has not yet been established but the new covered person is age 65 or older as of the date of continuation* — the ALP will be established on the date of continuation as the lesser of the RBA or the contract value, multiplied by 6%. The RALP will be established on the same date in an amount equal to the ALP less all prior partial withdrawals made in the current contract year, but will never be less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 65 as of the date of continuation* — the ALP and RALP will be automatically reset to zero for the period of time beginning with the date of continuation and ending with the contract anniversary following the date the covered person reaches age 65. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%, and the RALP will be reset to equal the ALP.
- *If the ALP has been established and the new covered person is age 65 or older as of the date of continuation* — the ALP will be automatically reset to the lesser of the current ALP or 6% of the contract value on the date of continuation. The RALP will be reset to the ALP less all prior withdrawals made in the current contract year, but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the spousal continuation.

**Spousal Continuation Step Up:** If a surviving spouse elects to continue the contract, another elective step up option becomes available. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. To exercise the step up, the spouse or the spouse's investment professional must submit a request within 30 days of the date of continuation. The step up date is the date we receive the spouse's request to step up. If the request is received after the close of business, the step up date will be the next valuation day. The GBA, RBA, GBP, RBP, ALP and RALP will be reset in the same fashion as the annual step up.

The spousal continuation step up is subject to the following rules:

- If the spousal continuation step up option is exercised and we have increased the charge for the rider, the spouse will pay the charge that is in effect on the step up date.

It is our current administrative practice to process the spousal continuation step up as described in the next paragraph; however, we reserve the right to discontinue our administrative practice and will give you 30 days' written notice of any such change.

At the time of spousal continuation, a step-up may be available. All annual step-up rules (see "Annual Step-Up" heading above), other than those that apply to the waiting period, also apply to the spousal continuation step-up. If the spousal continuation step-up is processed automatically, the step-up date is the valuation date spousal continuation is effective. If not, the spouse must elect the step up and must do so within 30 days of the spousal continuation date. If the spouse elects the spousal continuation step up, the step-up date is the valuation date we receive the spouse's written request to step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

**If Contract Value Reduces to Zero:** If the contract value reduces to zero and the total RBA remains greater than zero, you will be paid in the following scenarios:

- 1) The ALP has not yet been established and the contract value is reduced to zero for any reason other than full withdrawal of the contract. In this scenario, you can choose to:
  - (a) receive the remaining schedule of GBPs until the RBA equals zero; or
  - (b) wait until the rider anniversary on/following the date the covered person reaches age 65, and then receive the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- 2) The ALP has been established and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:
  - (a) the remaining schedule of GBPs until the RBA equals zero; or
  - (b) the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero. We will notify you of this option. If no election is made, the ALP will be paid.
- 3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.
- 4) The ALP has been established and the contract value falls to zero as a result of a partial withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the covered person.

Under any of these scenarios:

- The annualized amounts will be paid to you in the frequency you elect. You may elect a frequency offered by us at the time payments begin. Available payment frequencies will be no less frequent than annually;
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate; and
- The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

The Guarantor Withdrawal Benefit for Life rider and the contract will terminate under either of the following two scenarios:

- If the contract value falls to zero as a result of a withdrawal that is greater than both the RALP and the RBP. This is full withdrawal of the contract.
- If the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero.

**At Death:** If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may elect to take the death benefit as a lump sum under the terms of the contract (see “Benefits in Case of Death”) or the annuity payout option (see “Guaranteed Withdrawal Benefit Annuity Payout Option” heading below).

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person dies and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person is still alive and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the covered person or the RBA equals zero.
- If the covered person is still alive and the RBA equals zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the covered person.
- If the covered person dies and the RBA equals zero, the benefit terminates. No further payments will be made.

**Contract Ownership Change:** If the contract changes ownership (see “Changing Ownership”), the covered person will be redetermined and is the covered person referred to below. The GBA, RBA, GBP, RBP values will remain unchanged. The ALP and RALP will be reset as follows. Our current administrative practice is to only reset the ALP and RALP if the covered person changes due to the ownership change.

- *If the ALP has not yet been established and the new covered person has not yet reached age 65 as of the ownership change date* — the ALP and the RALP will be established on the contract anniversary following the date the covered person reaches age 65. The ALP will be set equal to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the anniversary date occurs during the waiting period and prior to a withdrawal, the RALP will be set to the lesser of the ALP or total purchase payments multiplied by 6%. If the anniversary date occurs at any other time, the RALP will be set to the ALP.
- *If the ALP has not yet been established but the new covered person is age 65 or older as of the ownership change date* — the ALP and the RALP will be established on the ownership change date. The ALP will be set equal to the lesser of the RBA or the contract value, multiplied by 6%. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be set equal to the lesser of the ALP or total purchase payments multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be set equal to the ALP less all prior withdrawals made in the current contract year but not less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 65 as of the ownership change date* — the ALP and the RALP will be reset to zero for the period of time beginning with the ownership change date and ending with the contract anniversary following the date the covered person reaches age 65. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the time period ends during the waiting period and prior to any withdrawals, the RALP will be reset to the lesser of the ALP or total purchase payments multiplied by 6%. If the time period ends at any other time, the RALP will be reset to the ALP.
- *If the ALP has been established and the new covered person is age 65 or older as of the ownership change date* — the ALP and the RALP will be reset on the ownership change date. The ALP will be reset to the lesser of the current ALP or 6% of the contract value. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be reset to the lesser of the ALP or total purchase payments multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be reset to the ALP less all prior withdrawals made in the current contract year but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the ownership change.

**Guaranteed Withdrawal Benefit Annuity Payout Option:** Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the Guarantor Withdrawal Benefit for Life rider.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the current total RBA at the time you begin this fixed annuity payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequent than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary (see “The Annuity Payout Period” and “Taxes”).

This option may not be available if the contract is issued to qualify under Section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed under the mortality table we then use to determine current life annuity purchase rates under the contract to which this rider is attached.

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary’s life or life expectancy.

Whenever multiple beneficiaries are designated under the contract, each such beneficiary’s share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the future schedule of GBPs if necessary to comply with the Code.

## RIDER TERMINATION

The Guarantor Withdrawal Benefit for Life rider cannot be terminated either by you or us except as follows:

1. Annuity payouts under an annuity payout plan will terminate the rider.
2. Termination of the contract for any reason will terminate the rider.

## Examples of the Guarantor Withdrawal Benefit for Life

### Example #1: Covered person has not reached age 65 at the time the contract and rider are purchased.

#### Assumptions:

- You purchase the contract with a payment of \$100,000.
- You are the sole owner and also the annuitant. You are age 60.
- You make no additional payments to the contract.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in **bold**.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	\$ N/A	\$100,000	\$100,000	\$100,000	\$7,000	\$7,000	\$ N/A	\$ N/A
0.5	0	7,000	92,000	100,000	93,000	7,000	0	N/A	N/A
1	0	0	91,000	100,000	93,000	7,000	7,000	N/A	N/A
1.5	0	7,000	83,000	100,000	86,000	7,000	0	N/A	N/A
2	0	0	81,000	100,000	86,000	7,000	7,000	N/A	N/A
5	0	0	75,000	100,000	86,000	7,000	7,000	5,160 <sup>(1)</sup>	5,160 <sup>(1)</sup>
5.5	0	5,160	70,000	100,000	80,840	7,000	1,840	5,160	0
6	0	0	69,000	100,000	80,840	7,000	7,000	5,160	5,160
6.5	0	7,000	62,000	100,000	73,840	7,000	0	3,720 <sup>(2)</sup>	0
7	0	0	70,000	100,000	73,840	7,000	7,000	<b>4,200</b>	<b>4,200</b>
7.5	0	10,000	51,000	51,000 <sup>(3)</sup>	51,000 <sup>(3)</sup>	3,570	0	3,060 <sup>(3)</sup>	0
8	0	0	55,000	<b>55,000</b>	<b>55,000</b>	<b>3,850</b>	<b>3,850</b>	<b>3,300</b>	<b>3,300</b>

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, spousal continuation or contract ownership change), you can continue to withdraw up to either the GBP of \$3,850 each year until the RBA is reduced to zero, or the ALP of \$3,300 each year until the later of your death or the RBA is reduced to zero.

<sup>(1)</sup> The ALP and RALP are established on the contract anniversary date following the date the covered person reaches age 65.

- (2) The \$7,000 withdrawal is greater than the \$5,160 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.
- (3) The \$10,000 withdrawal is greater than both the \$7,000 RBP allowed under the basic withdrawal benefit and the \$4,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

**Example #2: Covered person has reached 65 at the time the contract and rider are purchased.**

**Assumptions:**

- You purchase the contract with a payment of \$100,000.
- You are the sole owner and also the annuitant. You are age 65.
- You make no additional payments to the contract.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	\$100,000	\$ N/A	\$100,000	\$100,000	\$100,000	\$7,000	\$7,000	\$6,000	\$6,000
1	0	0	105,000	<b>105,000</b>	<b>105,000</b>	<b>7,350</b>	7,000 <sup>(1)</sup>	<b>6,300</b>	6,000 <sup>(1)</sup>
2	0	0	110,000	<b>110,000</b>	<b>110,000</b>	<b>7,700</b>	7,000 <sup>(1)</sup>	<b>6,600</b>	6,000 <sup>(1)</sup>
3	0	0	110,000	110,000	110,000	7,700	7,700 <sup>(2)</sup>	6,600	6,600 <sup>(2)</sup>
3.5	0	6,600	110,000	110,000	103,400	7,700	1,100	6,600	0
4	0	0	115,000	<b>115,000</b>	<b>115,000</b>	<b>8,050</b>	<b>8,050</b>	<b>6,900</b>	<b>6,900</b>
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,900 <sup>(3)</sup>	0
5	0	0	120,000	<b>120,000</b>	<b>120,000</b>	<b>8,400</b>	<b>8,400</b>	<b>7,200</b>	<b>7,200</b>
5.5	0	10,000	122,000	120,000 <sup>(4)</sup>	110,000 <sup>(4)</sup>	8,400	0	7,200 <sup>(4)</sup>	0
6	0	0	125,000	<b>125,000</b>	<b>125,000</b>	<b>8,750</b>	<b>8,750</b>	<b>7,500</b>	<b>7,500</b>

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, spousal continuation or contract ownership change), you can continue to withdraw up to either the GBP of \$8,750 each year until the RBA is reduced to zero, or the ALP of \$7,500 each year until the later of your death or the RBA is reduced to zero.

- (1) The annual step-up has not been applied to the RBP or RALP because any withdrawal after step up during the waiting period would reverse any prior step ups prior to determining if the withdrawal is excess. Therefore, during the waiting period, the RBP is the amount you can withdraw without incurring the GBA and RBA excess withdrawal processing, and the RALP is the amount you can withdraw without incurring the ALP excess withdrawal processing.
- (2) On the third anniversary (after the end of the waiting period), the RBP and RALP are set equal to the GBP and ALP, respectively.
- (3) The \$8,050 withdrawal is greater than the \$6,900 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.
- (4) The \$10,000 withdrawal is greater than both the \$8,400 RBP allowed under the basic withdrawal benefit and the \$7,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

# Appendix J: Guarantor Withdrawal Benefit Rider Disclosure

## **GUARANTOR WITHDRAWAL BENEFIT RIDER**

We have offered two versions of the Guarantor Withdrawal Benefit that have been referred to in previous disclosure as Rider A and Rider B. The description of the Guarantor Withdrawal Benefit in this section applies to both Rider A and Rider B, unless noted otherwise. Rider B is no longer available for purchase.

The Guarantor Withdrawal Benefit is an optional benefit that was offered for an additional annual charge if<sup>(1)</sup>:

### **Rider A**

- your contract application was signed on or after April 30, 2005 in those states where the *SecureSource* rider and/or the Guarantor Withdrawal Benefit for Life rider are/were not available;
- you and the annuitant were 79 or younger on the date the contract was issued.

### **Rider B**

- your contract application was signed prior to April 29, 2005;
- the rider was available in your state; and
- you and the annuitant were 79 or younger on the date the contract was issued.

<sup>(1)</sup> The Guarantor Withdrawal Benefit is not available under an inherited qualified annuity.

You must elect the Guarantor Withdrawal Benefit rider when you purchase your contract (original rider). The original rider you receive at contract issue offers an elective annual step-up and any withdrawal after a step up during the first three years is considered an excess withdrawal, as described below. The rider effective date of the original rider is the contract issue date.

We will offer you the option of replacing the original rider with a new Guarantor Withdrawal Benefit (enhanced rider), if available in your state. The enhanced rider offers an automatic annual step-up and a withdrawal after a step up during the first three years is not necessarily an excess withdrawal, as described below. The effective date of the enhanced rider will be the contract issue date except for the automatic step-up which will apply to contract anniversaries that occur after you accept the enhanced rider. The descriptions below apply to both the original and enhanced riders unless otherwise noted.

The Guarantor Withdrawal Benefit initially provides a guaranteed minimum withdrawal benefit that gives you the right to take limited partial withdrawals in each contract year that over time will total an amount equal to your purchase payments. Certain withdrawals and step ups, as described below, can cause the initial guaranteed withdrawal benefit to change. The guarantee remains in effect if your partial withdrawals in a contract year do not exceed the allowed amount. As long as your withdrawals in each contract year do not exceed the allowed amount, you will not be assessed a surrender charge. Under the original rider, the allowed amount is the Guaranteed Benefit Payment (GBP — the amount you may withdraw under the terms of the rider in each contract year, subject to certain restrictions prior to the third contract anniversary, as described below). Under the enhanced rider, the allowed amount is equal to 7% of purchase payments for the first three years, and the GBP in all other years.

If you withdraw an amount greater than the allowed amount in a contract year, we call this an “excess withdrawal” under the rider. If you make an excess withdrawal under the rider:

- surrender charges, if applicable, will apply only to the amount of the withdrawal that exceeds the allowed amount;
- the guaranteed benefit amount will be adjusted as described below; and
- the remaining benefit amount will be adjusted as described below.

For a partial withdrawal that is subject to a surrender charge, the amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge (see “Charges —Surrender Charge”). Market value adjustments, if applicable, will also be made (see “Guarantee Period Accounts (GPAs) — Market Value Adjustment”). We pay you the amount you request. Any partial withdrawals you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full withdrawal of the contract, you will receive the remaining contract value less any applicable charges (see “Surrenders”).

Once elected, the Guarantor Withdrawal Benefit rider may not be cancelled and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero (described below) or annuitization start date. If you select the Guarantor Withdrawal Benefit rider, you may not select an Income Assurer Benefit rider or the Accumulation Protector Benefit rider. If you exercise the annual step up election (see “Elective Step Up” and “Annual Step Up” below), the special spousal continuation step up election (see “Spousal Continuation and Special Spousal Continuation Step Up” below) or change your Portfolio Navigator model portfolio, the rider charge may change (see “Charges”).

You should consider whether the Guarantor Withdrawal Benefit is appropriate for you because:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Investment Allocation Restrictions:** You must elect one of the approved investment options if you purchase a contract on or after May 1, 2006 with this rider (see “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer funds”). These funds are expected to reduce our financial risks and expenses associated with certain living benefits and death benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds” section.) We reserve the right to add, remove, or substitute approved investment options in the future. If you selected this Guarantor Withdrawal Benefit rider before May 1, 2006, you must participate in the asset allocation program (see “Appendix I: Asset Allocation Program for Contracts Purchased Before May 1, 2006”), however, you may elect to participate in the Portfolio Navigator program after May 1, 2006. This requirement limits your choice of investment options. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the one-year fixed account that are available under the contract to contract owners who do not elect this rider. You may allocate purchase payments to the DCA fixed account, when available, and we will make monthly transfers into the investment option you have chosen.
- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments, subject to state restrictions, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see “Buying Your Contract — Purchase Payments”.
- **Interaction with the Total Free Amount (FA) contract provision:** The FA is the amount you are allowed to withdraw in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The FA may be greater than GBP under this rider. Any amount you withdraw under the contract’s FA provision that exceeds the GBP is subject to the excess withdrawal processing for the GBA and RBA described below.
- **Rider A — Limitations on Purchase of Other Riders under this Contract:** If you select the Guarantor Withdrawal Benefit rider, you may not elect the Accumulation Protector Benefit rider.
- **Non-Cancelable:** Once elected, the Guarantor Withdrawal Benefit rider may not be cancelled and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero (described below) or after the annuitization start date.

You should consult your tax advisor if you have any questions about the use of this rider in your tax situation:

- **Tax Considerations for Non-Qualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including partial withdrawals taken from the contract under the terms of this rider, are treated less favorably than amounts received as annuity payments under the contract (see “Taxes — Nonqualified Annuities”). Withdrawals are taxable to the extent of earnings. Withdrawals before age 59½ may also incur a 10% IRS early withdrawal penalty.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD. If you make a withdrawal in any contract year to satisfy an RMD, this may constitute an excess withdrawal, as defined below, and the excess withdrawal processing described below will apply. Under the terms of the enhanced rider, we allow you to satisfy the RMD based on the life expectancy RMD for your contract and the requirements of the Code and regulations in effect when you purchase your contract, without the withdrawal being treated as an excess withdrawal. It is our current administrative practice to make the same accommodation under the original rider, however, we reserve the right to discontinue our administrative practice and will give you 30 days’ written notice of any such change.

For owners subject to RMD rules under Section 401(a)(9), our current administrative practice under both the original and the enhanced riders is to allow amounts you withdraw to satisfy these rules without applying excess withdrawal processing under terms of the rider, subject to the following rules:

- (1) If your Annual Life Expectancy Required Minimum Distribution Amount (ALERMDA) is greater than the RBP from the beginning of the current contract year, an Additional Benefit Amount (ABA) will be set equal to that portion of your ALERMDA that exceeds the RBP.
- (2) Any withdrawals taken in a contract year will count first against and reduce the RBP for that contract year.
- (3) Once the RBP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce any ABA. These withdrawals will not be considered excess withdrawals as long as they do not exceed the remaining ABA.



- (4) Once the ABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals and will initiate the excess withdrawal processing described in the Guarantor Withdrawal Benefit rider.

The Annual Life Expectancy Required Minimum Distribution Amount (ALERMDA) is:

- (1) determined by us each calendar year;
- (2) based solely on the value of the contract to which the Guarantor Withdrawal Benefit rider is attached as of the date we make the determination; and
- (3) based on the company's understanding and interpretation of the requirements for life expectancy distributions intended to satisfy the required minimum distribution rules under Section 401(a)(9) and the Treasury Regulations promulgated thereunder, as applicable, on the effective date of this prospectus to:
  1. an individual retirement annuity (Section 408(b));
  2. a Roth individual retirement account (Section 408A);
  3. a Simplified Employee Pension plan (Section 408(k));
  4. a tax-sheltered annuity rollover (Section 403(b)).

We reserve the right to modify our administrative practice described above and will give you 30 days' written notice of any such change.

In the future, the requirements under the Code for such distributions may change and the life expectancy amount calculation provided under your Guarantor Withdrawal Benefit rider may not be sufficient to satisfy the requirements under the Code for these types of distributions. In such a situation, amounts withdrawn to satisfy such distribution requirements will exceed your RBP amount and may result in the reduction of your GBA and RBA as described under the excess withdrawal provision of the rider.

Please note that RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

In cases where the Code does not allow the life expectancy of a natural person to be used to calculate the required minimum distribution amount (e.g. ownership by a trust or a charity), we will calculate the life expectancy RMD amount calculated by us as zero in all years. The life expectancy required minimum distribution amount calculated by us will also equal zero in all years.

- **Treatment of non-spousal distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see "Taxes — Other — Spousal status" section of this prospectus.
- **Limitations on Tax-Sheltered Annuities (TSAs):** Your right to take withdrawals is restricted if your contract is a TSA (see "TSA — Special Provisions"). You should consult your tax advisor before you select this optional rider if you have any questions about the use of this rider in your tax situation;

**The terms "Guaranteed Benefit Amount" and "Remaining Benefit Amount" are described below. Each is used in the operation of the GBP, the RBP, the elective step up, the annual step up, the special spousal continuation step up and the Guaranteed Withdrawal Benefit Annuity Payout Option.**

#### **Guaranteed Benefit Amount**

The Guaranteed Benefit Amount (GBA) is equal to the initial purchase payment, , adjusted for subsequent purchase payments, , partial withdrawals in excess of the GBP, and step ups. The maximum GBA is \$5,000,000.

#### **The GBA is determined at the following times:**

- *At contract issue* — the GBA is equal to the initial purchase payment;
- *When you make additional purchase payments* — each additional purchase payment has its own GBA equal to the amount of the purchase payment. The total GBA when an additional purchase payment are added is the sum of the individual GBAs immediately prior to the receipt of the additional purchase payment, plus the GBA associated with the additional purchase payment;
- *At step up* — (see "Elective Step Up" and "Annual Step Up" headings below).
- *When you make a partial withdrawal:*
  - (a) *and all of your withdrawals in the current contract year, including the current withdrawal, are less than or equal to the GBP* — the GBA remains unchanged. If the partial withdrawal is taken during the first three years, the GBA and the GBP are calculated after the reversal of any prior step ups;

- (b) *and all of your withdrawals in the current contract year, including the current withdrawal, are greater than the GBP — the following excess withdrawal processing will be applied to the GBA.* If the partial withdrawal is taken during the first three years, the GBA and the GBP are calculated after the reversal of any prior step ups;
- (c) *under the original rider in a contract year after a step up but before the third contract anniversary — the following excess withdrawal processing will be applied to the GBA.* If the partial withdrawal is taken during the first three years, the GBA and the GBP are calculated after the reversal of any prior step ups;

### **GBA EXCESS WITHDRAWAL PROCESSING**

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment's GBA after the withdrawal will be reset to equal that payment's RBA after the withdrawal plus (a) times (b), where:

- (a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and
- (b) is each payment's GBA before the withdrawal less that payment's RBA after the withdrawal.

### **Remaining Benefit Amount**

The remaining benefit amount (RBA) at any point is the total guaranteed amount available for future partial withdrawals. The maximum RBA is \$5,000,000.

### **The RBA is determined at the following times:**

- *At contract issue* — the RBA is equal to the initial purchase payment;
- *When you make additional purchase payments* — each additional purchase payment has its own RBA equal to the amount of the purchase payment. The total RBA when an additional purchase payment are added is the sum of the individual RBAs immediately prior to the receipt of the additional purchase payment, plus the RBA associated with the additional payment;
- *At step up* — (see “Elective Step Up” and “Annual Step Up” headings below).
- *When you make a partial withdrawal:*
  - (a) *and all of your withdrawals in the current contract year, including the current withdrawal, are less than or equal to the GBP* — the RBA becomes the RBA immediately prior to the partial withdrawal, less the partial withdrawal. If the partial withdrawal is taken during the first three years, the RBA and the GBP are calculated after the reversal of any prior step ups;
  - (b) *and all of your withdrawals in the current contract year, including the current withdrawal, are greater than the GBP* — **the following excess withdrawal processing will be applied to the RBA.** If the partial withdrawal is taken during the first three years, the RBA and the GBP are calculated after the reversal of any prior step ups;
  - (c) *under the original rider after a step up but before the third contract anniversary* — **the following excess withdrawal processing will be applied to the RBA.** If the partial withdrawal is taken during the first three years, the RBA and the GBP are calculated after the reversal of any prior step ups;

### **RBA EXCESS WITHDRAWAL PROCESSING**

The RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, any reduction of the RBA will be taken out of each payment's RBA in the following manner:

The withdrawal amount up to the remaining benefit payment (defined below) is taken out of each RBA bucket in proportion to its remaining benefit payment at the time of the withdrawal; and the withdrawal amount above the remaining benefit payment and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

### **Guaranteed Benefit Payment**

Under the original rider, the GBP is the amount you may withdraw under the terms of the rider in each contract year, subject to certain restrictions prior to the third anniversary.

Under the enhanced rider, the GBP is the withdrawal amount that you are entitled to take each contract year after the third anniversary until the RBA is depleted.

**Rider A:** Under the original rider, the GBP is equal to 7% of the GBA. Under the enhanced rider, the GBP is the lesser of (a) 7% of the GBA, or (b) the RBA. Under both the original and enhanced riders, if you withdraw less than the GBP in a contract year, there is no carry over to the next contract year.

**Rider B:** Under both the original and enhanced riders, the GBP is the lesser of (a) 7% of the GBA; or (b) the RBA. If you withdraw less than the GBP in a contract year, there is no carry over to the next contract year.

### **Remaining Benefit Payment**

Under the original rider, at the beginning of each contract year, the remaining benefit payment (RBP) is set as the lesser of (a) the GBP, or (b) the RBA.

Under the enhanced rider, at the beginning of each contract year, during the first three years and prior to any withdrawal, the RBP for each purchase payment is set equal to that purchase payment, multiplied by 7%. At the beginning of any other contract year, each individual RBP is set equal to each individual GBP.

Each additional purchase payment has its own RBP established equal to that payment's GBP. The total RBP is equal to the sum of the individual RBPs.

Whenever a partial withdrawal is made, the RBP equals the RBP immediately prior to the partial withdrawal less the amount of the partial withdrawal, but not less than zero.

### **Elective Step Up (under the original rider only)**

You have the option to increase the RBA, the GBA, the GBP and the RBP beginning with the first contract anniversary. An annual elective step up option is available for 30 days after the contract anniversary. The elective step up option allows you to step up the remaining benefit amount and guaranteed benefit amount to the contract value on the valuation date we receive your written request to step up.

The elective step up is subject to the following rules:

- if you do not take any withdrawals during the first three years, you may step up annually beginning with the first contract anniversary;
- if you take any withdrawals during the first three years, the annual elective step up will not be available until the third contract anniversary;
- if you step up but then take a withdrawal prior to the third contract anniversary, you will lose any prior step ups and the withdrawal will be considered an excess withdrawal subject to the GBA and RBA excess withdrawal processing discussed under the "Guaranteed Benefit Amount" and "Remaining Benefit Amount" headings above; and
- you may take withdrawals on or after the third contract anniversary without reversal of previous step ups.

You may elect a step up only once each contract year within 30 days after the contract anniversary. Once a step up has been elected, another step up may not be elected until the next contract anniversary.

**Rider A:** You may only step up if your contract value on the valuation date we receive your written request to step up is greater than the RBA. The elective step up will be determined as follows:

- The effective date of the elective step up is the valuation date we receive your written request to step up.
- The RBA will be increased to an amount equal to the contract value (after charges are deducted) on the valuation date we receive your written request to step up.
- The GBA will be increased to an amount equal to the greater of (a) the GBA immediately prior to the elective step up; or (b) the contract value (after charges are deducted) on the valuation date we receive your written request to step up.
- The GBP will be increased to an amount equal to the greater of (a) the GBP immediately prior to the elective step up; or (b) 7% of the GBA after the elective step up.
- The RBP will be increased to the lesser of (a) the RBA after the elective step up; or (b) the GBP after the elective step up less any withdrawals made during that contract year.

**Rider B:** You may only step up if your contract anniversary value is greater than the RBA. The elective step up will be determined as follows:

- The effective date of the elective step up is the contract anniversary.
- The RBA will be increased to an amount equal to the contract anniversary value (after charges are deducted).
- The GBA will be increased to an amount equal to the greater of (a) the GBA immediately prior to the elective step up; or (b) the contract anniversary value (after charges are deducted).
- The GBP will be increased to an amount equal to the greater of (a) the GBP immediately prior to the elective step up; or (b) 7% of the GBA after the elective step up.
- The RBP will be increased to the lesser of (a) the RBA after the elective step up; or (b) the GBP after the elective step up.

### **Annual Step Up (under the enhanced rider only)**

Beginning with the first contract anniversary after you accept the enhanced rider, an increase of the RBA, the GBA, the GBP and the RBP may be available. A step up does not create contract value, guarantee performance of any investment options, or provide a benefit that can be withdrawn or paid upon death. Rather, a step up determines the current values of the GBA, RBA, GBP and RBP, and may extend the payment period or increase allowable payment.

- The annual step up is subject to the following rules:
- The annual step up is available when the RBA would increase on the step up date. The applicable step up date depends on whether the annual step up is applied on an automatic or elective basis.
- If the application of the step does not increase the rider charge, the annual step up will be automatically applied to your contract and the step up date is the contract anniversary date.
- If the application of the step up would increase the rider charge, the annual step up is not automatically applied. Instead, you have the option to step up for 30 days after the contract anniversary. If you exercise the elective annual step up option, you will pay the rider charge in effect on the step up date. If you wish to exercise the elective annual step up option, we must receive a request from you or your investment professional. The step up date is the date we receive your request to step up. If your request is received after the close of business, the step up date will be the next valuation day.
- Only one step up is allowed each contract year.
- If you take any withdrawals during the first three years, any previously applied step ups will be reversed and the annual step up will not be available until the third contract anniversary;
- You may take withdrawals on or after the third contract anniversary without reversal of previous step ups.

### **The annual step up will be determined as follows:**

- The RBA will be increased to an amount equal to the contract value (after charges are deducted) on the step up date.
- The GBA will be increased to an amount equal to the greater of (a) the GBA immediately prior to the annual step up; or (b) the contract value (after charges are deducted) on the step up date.
- The GBP will be calculated as described earlier, but based on the increased GBA and RBA.
- The RBP will be reset as follows:
  - (a) Prior to any withdrawals during the first three years, the RBP will not be affected by the step up.
  - (b) At any other time, the RBP will be reset as the increased GBP less all prior withdrawals made during the current contract year, but never less than zero.

### **Spousal Continuation and Special Spousal Continuation Step Up**

If a surviving spouse elects to continue the contract, this rider also continues. The spousal continuation step up is in addition to the elective step up or the annual step up. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. When a spouse elects to continue the contract, any rider feature processing particular to the first three years of the contract as described in this prospectus no longer applies. The GBA, RBA and GBP values remain unchanged. The RBP is automatically reset to the GBP less all prior withdrawals made in the current contract year, but not less than zero.

**Rider A:** A surviving spouse may elect a spousal continuation step up by written request within 30 days following the spouse's election to continue the contract. This step up may be made even if withdrawals have been taken under the contract during the first three years. Under this step up, the RBA will be reset to the greater of the RBA or the contract value on the valuation date we receive the spouse's written request to step up; the GBA will be reset to the greater of the GBA or the contract value on the same valuation date. If a spousal continuation step up is elected and we have increased the charge for the rider for new contract owners, the spouse will pay the charge that is in effect on the valuation date we receive the written request to step up.

It is our current administrative practice to process the spousal continuation step up as described in the next paragraph; however, we reserve the right to discontinue our administrative practice and will give you 30 days' written notice of any such change.

At the time of spousal continuation, a step-up may be available. All annual step-up rules (see "Annual Step-Up" heading above), other than those that apply to the waiting period, also apply to the spousal continuation step-up. If the spousal continuation step-up is processed automatically, the step-up date is the valuation date spousal continuation is effective. If not, the spouse must elect the step up and must do so within 30 days of the spousal continuation date. If the spouse elects the spousal continuation step up, the step-up date is the valuation date we receive the spouse's written request to step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

**Rider B:** A spousal continuation step up occurs automatically when the spouse elects to continue the contract. The rider charge will not change upon this automatic step up. Under this step up, the RBA will be reset to the greater of the RBA on the valuation date we receive the spouse’s written request to continue the contract and the death benefit that would otherwise have been paid; the GBA will be reset to the greater of the GBA on the valuation date we receive the spouse’ written request to continue the contract and the death benefit that would otherwise have been paid.

**Guaranteed Withdrawal Benefit Annuity Payout Option**

Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the Guarantor Withdrawal Benefit. Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the current total RBA at the time you begin this fixed annuity option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequent than annually. If, at the death of the owner, total payments have been made for less than the RBA, the remaining payments will be paid to the beneficiary (see “The Annuity Payout Period” and “Taxes”).

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary’s life or life expectancy. Whenever multiple beneficiaries are designated under the contract, each such beneficiary’s share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

**If Contract Value Reduces to Zero**

If the contract value reduces to zero and the RBA remains greater than zero, the following will occur:

- you will be paid according to the annuity payout option described above;
- we will no longer accept additional purchase payments;
- you will no longer be charged for the rider;
- any attached death benefit riders will terminate; and
- the death benefit becomes the remaining payments under the annuity payout option described above.

If the contract value falls to zero and the RBA is depleted, the Guarantor Withdrawal Benefit rider and the contract will terminate.

**Example of the Guarantor Withdrawal Benefit (applies to Rider A and Rider B)**

**Assumptions:**

- You purchase the contract with a payment of \$100,000.

The Guaranteed Benefit Amount (GBA) equals your purchase payment:	\$100,000
The Guaranteed Benefit Payment (GBP) equals 7% of your GBA:	
$0.07 \times \$100,000=$	\$ 7,000
The Remaining Benefit Amount (RBA) equals your purchase payment:	\$100,000
On the first contract anniversary the contract value grows to \$110,000. You decide to step up your benefit.	
The RBA equals 100% of your contract value:	\$110,000
The GBA equals 100% of your contract value:	\$110,000
The GBP equals 7% of your stepped-up GBA:	
$0.07 \times \$110,000=$	\$ 7,700
During the fourth contract year you decide to take a partial withdrawal of \$7,700.	
You took a partial withdrawal equal to your GBP, so your RBA equals the prior RBA less the amount of the partial withdrawal:	
$\$110,000 - \$7,700=$	\$102,300
The GBA equals the GBA immediately prior to the partial withdrawal:	\$110,000
The GBP equals 7% of your GBA:	
$0.07 \times \$110,000=$	\$ 7,700
On the fourth contract anniversary you make an additional purchase payment of \$50,000.	
The new RBA for the contract is equal to your prior RBA plus 100% of the additional purchase payment:	
$\$102,300 + \$50,000=$	\$152,300
The new GBA for the contract is equal to your prior GBA plus 100% of the additional purchase payment:	
$\$110,000 + \$50,000=$	\$160,000

The new GBP for the contract is equal to your prior GBP plus 7% of the additional purchase payment: \$7,700+\$3,500=	\$ 11,200
On the fifth contract anniversary your contract value grows to \$200,000. You decide to step up your benefit. The RBA equals 100% of your contract value:	\$200,000
The GBA equals 100% of your contract value:	\$200,000
The GBP equals 7% of your stepped-up GBA: 0.07 × \$200,000=	\$ 14,000
During the seventh contract year your contract value grows to \$230,000. You decide to take a partial withdrawal of \$20,000. You took more than your GBP of \$14,000 so your RBA gets reset to the lesser of:	
(1) your contract value immediately following the partial withdrawal; \$230,000 – \$20,000=	\$210,000
(2) your prior RBA less the amount of the partial withdrawal. \$200,000 – \$20,000=	\$180,000
Reset RBA = lesser of (1) or (2) =	\$180,000
The GBA gets reset to the lesser of:	
(1) your prior GBA;	\$200,000
(2) your contract value immediately following the partial withdrawal; \$230,000 – \$20,000=	\$210,000
Reset GBA = lesser of (1) or (2) =	\$200,000
The Reset GBP is equal to 7% of your Reset GBA: 0.07 × \$200,000=	\$ 14,000
During the eighth contract year your contract value falls to \$175,000. You decide to take a partial withdrawal of \$25,000. You took more than your GBP of \$14,000 so your RBA gets reset to the lesser of:	
(1) your contract value immediately following the partial withdrawal; \$175,000 – \$25,000=	\$150,000
(2) your prior RBA less the amount of the partial withdrawal. \$180,000 – \$25,000=	\$155,000
Reset RBA = lesser of (1) or (2) =	\$150,000
The GBA gets reset to the lesser of:	
(1) your prior GBA;	\$200,000
(2) your contract value immediately following the partial withdrawal; \$175,000 – \$25,000=	\$150,000
Reset GBA = lesser of (1) or (2) =	\$150,000
The Reset GBP is equal to 7% of your Reset GBA: 0.07 × \$150,000=	\$ 10,500

## Appendix K: Income Assurer Benefit Riders

The following three optional Income Assurer Benefit riders were available under your contract if your contract application was signed prior to May 1, 2007. These riders are no longer available for purchase.

- Income Assurer Benefit – MAV;
- Income Assurer Benefit – 5% Accumulation Benefit Base; or
- Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base.

The Income Assurer Benefit riders are intended to provide you with a guaranteed minimum income regardless of the volatility inherent in the investments in the subaccounts. The riders benchmark the contract growth at each anniversary against several comparison values and set the guaranteed income benefit base (described below) equal to the largest value. The guaranteed income benefit base, less any applicable premium tax, is the value we apply to the guaranteed annuity purchase rates stated in Table B of the contract to calculate the minimum annuity payouts you will receive if you exercise the rider. If the guaranteed income benefit base is greater than the contract value, the guaranteed income benefit base may provide a higher annuity payout level than is otherwise available. However, the riders use guaranteed annuity purchase rates which may result in annuity payouts that are less than those using the annuity purchase rates that we may apply at annuitization under the standard contract provisions. Therefore, the level of income provided by the riders may be less than the contract otherwise provides. If the annuity payouts through the standard contract provisions are more favorable than the payouts available through the riders, you will receive the higher standard payout option. The guaranteed income benefit base does not create contract value or guarantee the performance of any investment option.

The general information in this section applies to each Income Assurer Benefit rider. This section is followed by a description of each specific Income Assurer Benefit rider and how it is calculated.

You should consider whether an Income Assurer Benefit rider is appropriate for you because:

- you must participate in the PN program if you purchase a contract on or after May 1, 2006 with this rider (see “Making the Most of Your Contract — Portfolio Navigator Program”). If you selected this rider before May 1, 2006, you must participate in the asset allocation program (see “Making the Most of Your Contract — Asset Allocation Program”), however, you may elect to participate in the Portfolio Navigator program after May 1, 2006. The PN program and the asset allocation program limit your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the one-year fixed account that are available under the contract to other contract owners who do not elect this rider.
- if you are purchasing the contract as a qualified annuity, such as an IRA, and you are planning to begin annuity payouts after the date on which minimum distributions required by the Code must begin, you should consider whether an Income Assurer Benefit is appropriate for you (see “Taxes — Qualified Annuities — Required Minimum Distributions”). Partial withdrawals you take from the contract, including those used to satisfy RMDs, will reduce the guaranteed income benefit base (defined below), which in turn may reduce or eliminate the amount of any annuity payouts available under the rider. Consult a tax advisor before you purchase any Income Assurer Benefit rider with a qualified annuity;
- you must hold the Income Assurer Benefit for 10 years unless you elect to terminate the rider within 30 days following the first anniversary after the effective date of the rider;
- the 10-year waiting period may be restarted if you elect to change the PN program investment option to one that causes the rider charge to increase (see “Charges — Income Assurer Benefit”);
- the Income Assurer Benefit rider terminates\* 30 days following the contract anniversary after the annuitant’s 86th birthday; and
- you can only exercise the Income Assurer Benefit within 30 days after a contract anniversary following the expiration of the 10-year waiting period.

\* The rider and annual fee terminate 30 days following the contract anniversary after the annuitant’s 86th birthday, however, if you exercise the Income Assurer Benefit rider before this time, your benefits will continue according to the annuity payout plan you have selected.

If the Income Assurer Benefit rider is available in your state and the annuitant is 75 or younger at contract issue, you may choose this optional benefit at the time you purchase your contract for an additional charge. The amount of the charge is determined by the Income Assurer Benefit you select (see “Charges — Income Assurer Benefit Rider Fee”). The effective date of the rider will be the contract issue date. The Guarantor Withdrawal Benefit for life, Guarantor Withdrawal Benefit and the Accumulation Protector Benefit riders are not available with any Income Assurer Benefit rider. If the annuitant is between age 73 and age 75 at contract issue, you should consider whether an Income Assurer Benefit rider is appropriate for your situation because of the 10-year waiting period requirement. Be sure to discuss with your investment professional whether an Income Assurer Benefit rider is appropriate for your situation.

**Here are some general terms that are used to describe the Income Assurer Benefit riders in the sections below:**

**Guaranteed Income Benefit Base:** The guaranteed income benefit base is the value that will be used to determine minimum annuity payouts when the rider is exercised. It is an amount we calculate, depending on the Income Assurer Benefit rider you choose, that establishes a benefit floor. When the benefit floor amount is greater than the contract value, there may be a higher annuitization payout than if you annuitized your contract without the Income Assurer Benefit. Your annuitization payout will never be less than that provided by your contract value.

**Excluded Investment Options:** These investment options are listed in your contract under contract data and will include the Columbia Variable Portfolio – Government Money Market Fund and, if available under your contract, the GPAs and/or the one-year fixed account. Excluded investment options are not used in the calculation of this riders' variable account floor for the Income Assurer Benefit – 5% Accumulation Benefit Base and the Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base.

**Excluded Payments:** These are purchase payments paid in the last five years before exercise of the benefit which we reserve the right to exclude from the calculation of the guaranteed income benefit base.

**Proportionate Adjustments for Partial Withdrawals:** These are calculated as the product of (a) times (b) where:

- (a) is the ratio of the amount of the partial withdrawal (including any surrender charges or MVA) to the contract value on the date of (but prior to) the partial withdrawal, and
- (b) is the benefit on the date of (but prior to) the partial withdrawal.

**Protected Investment Options:** All investment options available under this contract that are not defined as excluded investment options under contract data are known as protected investment options for purposes of this rider and are used in the calculation of the variable account floor for the Income Assurer Benefit – 5% Accumulation Benefit Base and the Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base.

**Waiting Period:** This rider can only be exercised after the expiration of a 10-year waiting period. We reserve the right to restart the waiting period if you elect to change your PN program investment option to one that causes the rider charge to increase.

**The following are general provisions that apply to each Income Assurer Benefit:**

**Exercising the Rider**

Rider exercise conditions are:

- you may only exercise the Income Assurer Benefit rider within 30 days after any contract anniversary following the expiration of the waiting period;
- the annuitant on the annuitization start date must be between 50 to 86 years old; and
- you can only take an annuity payment in one of the following annuity payout plans:
  - Plan A — Life Annuity – No Refund;
  - Plan B — Life Annuity with Ten or Twenty Years Certain;
  - Plan D — Joint and Last Survivor Life Annuity – No Refund;
    - Joint and Last Survivor Life Annuity with Twenty Years Certain; or
  - Plan E — Twenty Years Certain.

After the expiration of the waiting period, the Income Assurer Benefit rider guarantees a minimum amount of fixed annuity lifetime income during annuitization or the option of variable annuity payouts with a guaranteed minimum initial payout or a combination of the two options.

If your contract value falls to zero as the result of adverse market performance or the deduction of fees and/or charges at any time, the contract and all its riders, including this rider, will terminate without value and no benefits will be paid on account of such termination. **Exception:** if you are still living, and the annuitant is between 50 and 86 years old, an amount equal to the guaranteed income benefit base will be paid to you under the annuity payout plan and frequency that you select, based upon the fixed or variable annuity payouts described above. The guaranteed income benefit base will be calculated and annuitization will occur at the following times.

- If the contract value falls to zero during the waiting period, the guaranteed income benefit base will be calculated and annuitization will occur on the valuation date after the expiration of the waiting period, or when the annuitant attains age 50 if later.
- If the contract value falls to zero after the waiting period, the guaranteed income benefit base will be calculated and annuitization will occur immediately, or when the annuitant attains age 50 if later.



Fixed annuity payouts under this rider will occur at the guaranteed annuity purchase rates based on the “2000 Individual Annuitant Mortality Table A” with 100% Projection Scale G and a 2.0% interest rate for contracts purchased on or after May 1, 2006 and if available in your state.<sup>(1)</sup> These are the same rates used in Table B of the contract (see “The Annuity Payout Period — Annuity Tables.”) Your annuity payouts remain fixed for the lifetime of the annuity payout period.

First year variable annuity payouts are calculated in the same manner as fixed annuity payouts. Once calculated, your variable annuity payouts remain unchanged for the first year. After the first year, subsequent annuity payouts are variable and depend on the performance of the subaccounts you select. Variable annuity payouts after the first year are calculated using the following formula:

$$\frac{P_{t-1} (1 + i)}{1.05} = P_t$$

$P_{t-1}$  = prior annuity payout

$P_t$  = current annuity payout

$i$  = annualized subaccount performance

Each subsequent variable annuity payout could be more or less than the previous variable annuity payout if the subaccount investment performance is greater or less than the 5% assumed investment rate. If your subaccount performance equals 5%, your variable annuity payout will be unchanged from the previous variable annuity payout. If your subaccount performance is in excess of 5%, your variable annuity payout will increase from the previous variable annuity payout. If your subaccount investment performance is less than 5%, your variable annuity payout will decrease from the previous variable annuity payout.

<sup>(1)</sup> For all other contracts, the guaranteed annuity purchase rates are based on the “1983 Individual Annuitant Mortality Table A” with 100% Projection Scale G and a 2.0% interest rate.

### Terminating the Rider

Rider termination conditions are:

- you may terminate the rider within 30 days following the first anniversary after the effective date of the rider;
- you may terminate the rider any time after the expiration of the waiting period;
- the rider will terminate on the date you make a full surrender from the contract, or annuitization begins, or on the date that a death benefit is payable; and
- the rider will terminate\* 30 days following the contract anniversary after the annuitant’s 86th birthday.

\* The rider and annual fee terminate 30 days following the contract anniversary after the annuitant’s 86th birthday, however, if you exercise the Income Assurer Benefit rider before this time, your benefits will continue according to the annuity payout plan you have selected.

### You may select one of the Income Assurer Benefit riders described below:

#### Income Assurer Benefit – MAV

The guaranteed income benefit base for the Income Assurer Benefit – MAV is the greater of these three values:

1. contract value; or
2. the total purchase payments made to the contract minus proportionate adjustments for partial surrenders; or
3. the maximum anniversary value.

**Maximum Anniversary Value (MAV)** — is zero prior to the first contract anniversary after the effective date of the rider. On the first contract anniversary after the effective date of the rider, we set the MAV as the greater of these two values:

- (a) current contract value; or
- (b) total payments made to the contract minus proportionate adjustments for partial surrenders.

Thereafter, we increase the MAV by any additional purchase payments and reduce the MAV by proportionate adjustments for partial surrenders. Every contract anniversary after that prior to the earlier of your or the annuitant’s 81st birthday, we compare the MAV to the current contract value and we reset the MAV to the higher amount.

**If we exercise our right to not reflect excluded payments in the calculation of the guaranteed income benefit base, we will calculate the guaranteed income benefit base as the greatest of these three values:**

1. contract value less the market value adjusted excluded payments; or
2. total purchase payments, less excluded payments, less proportionate adjustments for partial surrenders; or
3. the MAV, less market value adjusted excluded payments.

**Market Value Adjusted Excluded Payments** are calculated as the sum of each excluded purchase payment multiplied by the ratio of the current contract value over the estimated contract value on the anniversary prior to such purchase payment. The estimated contract value at such anniversary is calculated by assuming that payments, any credits, and partial surrenders occurring in a contract year take place at the beginning of the year for that anniversary and every year after that to the current contract year.

**Income Assurer Benefit – 5% Accumulation Benefit Base**

The guaranteed income benefit base for the Income Assurer Benefit – 5% Accumulation Benefit Base is the greater of these three values:

1. contract value; or
2. the total purchase payments made to the contract minus proportionate adjustments for partial surrenders; or
3. the 5% variable account floor.

**5% Variable Account Floor** – is equal to the contract value in the excluded investment options plus the variable account floor. The Income Assurer Benefit 5% variable account floor is calculated differently and is not the same value as the death benefit 5% variable account floor.

The variable account floor is zero from the effective date of this rider and until the first contract anniversary after the effective date of this rider. On the first contract anniversary after the effective date of this rider the variable account floor is:

- the total purchase payments made to the protected investment options minus adjusted partial surrenders and transfers from the protected investment options; plus
- an amount equal to 5% of your initial purchase payment allocated to the protected investment options.

On any day after the first contract anniversary following the effective date of this rider, when you allocate additional purchase payments to or withdraw or transfer amounts from the protected investment options, we adjust the variable account floor by adding the additional purchase payment and subtracting adjusted surrenders and adjusted transfers. On each subsequent contract anniversary after the first anniversary of the effective date of this rider, prior to the earlier of your or the annuitant's 81st birthday, we increase the variable account floor by adding the amount ("roll-up amount") equal to 5% of the prior contract anniversary's variable account floor.

The amount of purchase payment surrendered from or transferred between the excluded investment options and the protected investment options is calculated as (a) times (b) where:

- (a) is the amount of purchase payment in the investment options being surrendered or transferred on the date of but prior to the current surrender or transfer; and
- (b) is the ratio of the amount of the transfer or surrender to the value in the investment options being withdrawn or transferred on the date of (but prior to) the current surrender or transfer.

The roll-up amount prior to the first anniversary is zero. Also, the roll-up amount on every anniversary after the earlier of your or the annuitant's 81st birthday is zero.

Adjusted surrenders and adjusted transfers for the variable account floor are equal to the amount of the surrender or transfer from the protected investment options as long as the sum of the surrenders and transfers from the protected investment options in a contract year do not exceed the roll-up amount from the prior contract anniversary.

If the current surrender or transfer from the protected investment options plus the sum of all prior surrenders and transfers made from the protected investment options in the current policy year exceeds the roll-up amount from the prior contract anniversary we will calculate the adjusted surrender or adjusted transfer for the variable account floor as the result of (a) plus [(b) times (c)] where:

- (a) is the roll-up amount from the prior contract anniversary less the sum of any surrenders and transfers made from the protected investment options in the current policy year but prior to the current surrender or transfer. However, (a) can not be less than zero; and
- (b) is the variable account floor on the date of (but prior to) the current surrender or transfer from the protected investment options less the value from (a); and
- (c) is the ratio of [the amount of the current surrender (including any surrender charges or MVA) or transfer from the protected investment options less the value from (a)] to [the total in the protected investment options on the date of (but prior to) the current surrender or transfer from the protected investment options less the value from (a)].

**If we exercise our right to not reflect excluded payments in the calculation of the guaranteed income benefit base, we will calculate the guaranteed income benefit base as the greatest of these three values:**

1. contract value less the market value adjusted excluded payments (described above); or
2. total purchase payments, less excluded payments, less proportionate adjustments for partial surrenders; or

3. the 5% variable account floor, less 5% adjusted excluded payments.

**5% Adjusted Excluded Payments** are calculated as the sum of each excluded payment and any credit accumulated at 5% for the number of full contract years they have been in the contract.

#### **Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base**

The guaranteed income benefit base for the Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base is the greater of these four values:

1. the contract value;
2. the total purchase payments made to the contract minus proportionate adjustments for partial surrenders;
3. the MAV (described above); or
4. the 5% variable account floor (described above).

**If we exercise our right to not reflect excluded payments in the calculation of the guaranteed income benefit base, we will calculate the guaranteed income benefit base as the greatest of:**

1. contract value less the market value adjusted excluded payments (described above);
2. total purchase payments, less excluded payments, less proportionate adjustments for partial surrenders;
3. the MAV, less market value adjusted excluded payments (described above); or
4. the 5% variable account floor, less 5% adjusted excluded payments (described above).

#### **EXAMPLES OF THE INCOME ASSURER BENEFIT RIDERS**

The purpose of these examples is to illustrate the operation of the Income Assurer Benefit Riders. The examples compare payouts available under the contract's standard annuity payout provisions with annuity payouts available under the riders based on the same set of assumptions. **The contract values shown are hypothetical and do not represent past or future performance.** Actual contract values may be more or less than those shown and will depend on a number of factors, including but not limited to the investment experience of the subaccounts (referred to in the riders as "protected investment options") and the fees and charges that apply to your contract.

For each of the riders, we provide two annuity payout plan comparisons based on the hypothetical contract values we have assumed. The first comparison assumes that you select annuity payout Plan B, Life Annuity with 10 Years Certain. The second comparison assumes that you select annuity payout Plan D, Joint and Last Survivor Annuity – No Refund.

Remember that the riders require you to participate in the PN program. The riders are intended to offer protection against market volatility in the subaccounts (protected investment options). Some PN program investment options include protected investment options and excluded investment options (Columbia Variable Portfolio – Government Money Market Fund, and if available under the contract, GPAs and/or the one-year fixed account). Excluded Investment Options are not included in calculating the 5% variable account floor under the Income Assurer Benefit – 5% Accumulation Benefit Base rider and the Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base riders. Because the examples which follow are based on hypothetical contract values, they do not factor in differences in PN program investment options.

#### **Assumptions:**

**You purchase the contract during the 2006 calendar year with a payment of \$100,000; and**

- you invest all contract value in the subaccounts (protected investment options); and
- you make no additional purchase payments, partial surrenders or changes in PN program investment option; and
- the annuitant is male and age 55 at contract issue; and
- the joint annuitant is female and age 55 at contract issue.

### Example — Income Assurer Benefit – MAV

Based on the above assumptions and taking into account fluctuations in contract value due to market conditions, we calculate the guaranteed income benefit base as:

Contract Anniversary	Assumed Contract Value	Purchase Payments	Maximum Anniversary Value (MAV) <sup>(1)</sup>	Guaranteed Income Benefit Base – MAV <sup>(2)</sup>
1	\$108,000	\$100,000	\$108,000	\$108,000
2	125,000	none	125,000	125,000
3	132,000	none	132,000	132,000
4	150,000	none	150,000	150,000
5	85,000	none	150,000	150,000
6	121,000	none	150,000	150,000
7	139,000	none	150,000	150,000
8	153,000	none	153,000	153,000
9	140,000	none	153,000	153,000
10	174,000	none	174,000	174,000
11	141,000	none	174,000	174,000
12	148,000	none	174,000	174,000
13	208,000	none	208,000	208,000
14	198,000	none	208,000	208,000
15	203,000	none	208,000	208,000

<sup>(1)</sup> The MAV is limited after age 81, but the guaranteed income benefit base may increase if the contract value increases.

<sup>(2)</sup> The Guaranteed Income Benefit Base – MAV is a calculated number, not an amount that can be withdrawn. The Guaranteed Income Benefit Base – MAV does not create contract value or guarantee the performance of any investment option.

### Plan B – Life Annuity with 10 Years Certain

If you annuitize the contract within 30 days after the illustrated contract anniversary, the minimum monthly income payment under a fixed annuity option (which is the same for the first year of a variable annuity option) on Plan B – Life Annuity with 10 Years Certain would be:

Contract Anniversary at Exercise	Standard Provisions			IAB – MAV Provisions		
	Assumed Contract Value	New Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	IAB – MAV Benefit Base	New Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>
10	\$174,000	\$ 772.56	\$ 774.30	\$174,000	\$ 772.56	\$ 774.30
11	141,000	641.55	642.96	174,000	791.70	793.44
12	148,000	691.16	692.64	174,000	812.58	814.32
13	208,000	996.32	998.40	208,000	996.32	998.40
14	198,000	974.16	976.14	208,000	1,023.36	1,025.44
15	203,000	1,025.15	1,027.18	208,000	1,050.40	1,052.48

<sup>(1)</sup> Effective May 1, 2006, we began calculating fixed annuity payments under this rider using the guaranteed annuity purchase rates based on the “2000 Individual Annuity Mortality Table A” (New Table), subject to state approval. Previously, our calculations were based on the “1983 Individual Annuity Mortality Table A” (Old Table). If you purchased a contract prior to May 1, 2006, the references to Old Table apply to your contract. If you purchased a contract on or after May 1, 2006, the table used under rider depends on which state you live in. Ask your investment professional which version of the rider, if any, is available in your state.

<sup>(2)</sup> The monthly annuity payments illustrated under the standard annuity payout provisions of the contract and for the riders are computed using the rates guaranteed in Table B of the contract. These are the minimum amounts that could be paid under the standard annuity payout provisions of the contract based on the above assumptions. Annuity payouts under the standard annuity payout provisions of the contract when based on our current annuity payout rates (which are generally higher than the rates guaranteed in Table B of the contract) may be greater than the annuity payouts under the riders, which are always based on the rates guaranteed in Table B of the contract. If the annuity payouts under the standard contract provisions are more favorable than the payouts available under the rider, you will receive the higher standard payout.

## Plan D – Joint and Last Survivor Life Annuity – No Refund

If you annuitize the contract within 30 days after the illustrated contract anniversary, the minimum monthly income payment under a fixed annuity option (which is the same for the first year of a variable annuity option) on Plan D – Joint and Last Survivor Life Annuity – No Refund would be:

Contract Anniversary at Exercise	Standard Provisions			IAB – MAV Provisions		
	Assumed Contract Value	New Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	IAB – MAV Benefit Base	New Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>
10	\$174,000	\$629.88	\$622.92	\$174,000	\$629.88	\$622.92
11	141,000	521.70	516.06	174,000	643.80	636.84
12	148,000	559.44	553.52	174,000	657.72	650.76
13	208,000	807.04	796.64	208,000	807.04	796.64
14	198,000	786.06	778.14	208,000	825.76	817.44
15	203,000	826.21	818.09	208,000	846.56	838.24

<sup>(1)</sup> Effective May 1, 2006, we began calculating fixed annuity payments under this rider using the guaranteed annuity purchase rates based on the “2000 Individual Annuity Mortality Table A” (New Table), subject to state approval. Previously, our calculations were based on the “1983 Individual Annuity Mortality Table A” (Old Table). If you purchased a contract prior to May 1, 2006, the references to Old Table apply to your contract. If you purchased a contract on or after May 1, 2006, the table used under rider depends on which state you live in. Ask your investment professional which version of the rider, if any, is available in your state.

<sup>(2)</sup> The monthly annuity payments illustrated under the standard annuity payout provisions of the contract and for the riders are computed using the rates guaranteed in Table B of the contract. These are the minimum amounts that could be paid under the standard annuity payout provisions of the contract based on the above assumptions. Annuity payouts under the standard annuity payout provisions of the contract when based on our current annuity payout rates (which are generally higher than the rates guaranteed in Table B of the contract) may be greater than the annuity payouts under the riders, which are always based on the rates guaranteed in Table B of the contract. If the annuity payouts under the standard contract provisions are more favorable than the payouts available under the rider, you will receive the higher standard payout.

**NOTE:** In the above examples, if you elected to begin receiving annuity payouts within 30 days after the 10th or the 13th contract anniversary, you would not benefit from the rider because the monthly annuity payout in these examples is the same as under the standard provisions of the contract. Because the examples are based on assumed contract values, not actual investment results, you should not conclude from the examples that the riders will provide higher payments more frequently than the standard provisions of the contract.

### Example — Income Assurer Benefit – 5% Accumulation Benefit Base

Based on the above assumptions and taking into account fluctuations in contract value due to market conditions, we calculate the guaranteed income benefit base as:

Contract Anniversary	Assumed Contract Value	Purchase Payments	5% Accumulation Benefit Base <sup>(1)</sup>	Guaranteed Income Benefit Base – 5% Accumulation Benefit Base <sup>(2)</sup>
1	\$108,000	\$100,000	\$105,000	\$108,000
2	125,000	none	110,250	125,000
3	132,000	none	115,763	132,000
4	150,000	none	121,551	150,000
5	85,000	none	127,628	127,628
6	121,000	none	134,010	134,010
7	139,000	none	140,710	140,710
8	153,000	none	147,746	153,000
9	140,000	none	155,133	155,133
10	174,000	none	162,889	174,000
11	141,000	none	171,034	171,034
12	148,000	none	179,586	179,586
13	208,000	none	188,565	208,000
14	198,000	none	197,993	198,000
15	203,000	none	207,893	207,893

<sup>(1)</sup> The 5% Accumulation Benefit Base value is limited after age 81, but the guaranteed income benefit base may increase if the contract value increases.

<sup>(2)</sup> The Guaranteed Income Benefit Base – 5% Accumulation Benefit Base is a calculated number, not an amount that can be withdrawn. The Guaranteed Income Benefit Base – 5% Accumulation Benefit Base does not create contract value or guarantee the performance of any investment option.

### Plan B – Life Annuity with 10 Years Certain

If you annuitize the contract within 30 days after the illustrated contract anniversary, the minimum monthly income payment under a fixed annuity option (which is the same for the first year of a variable annuity option) on Plan B – Life Annuity with 10 Years Certain would be:

Contract Anniversary at Exercise	Standard Provisions			IAB – 5% RF Provisions		
	Assumed Contract Value	New Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	IAB – 5% RF Benefit Base	New Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>
10	\$174,000	\$ 772.56	\$ 774.30	\$174,000	\$ 772.56	\$ 774.30
11	141,000	641.55	642.96	171,034	778.20	779.91
12	148,000	691.16	692.64	179,586	838.66	840.46
13	208,000	996.32	998.40	208,000	996.32	998.40
14	198,000	974.16	976.14	198,000	974.16	976.14
15	203,000	1,025.15	1,027.18	207,893	1,049.86	1,051.94

<sup>(1)</sup> Effective May 1, 2006, we began calculating fixed annuity payments under this rider using the guaranteed annuity purchase rates based on the “2000 Individual Annuitant Mortality Table A” (New Table), subject to state approval. Previously, our calculations were based on the “1983 Individual Annuity Mortality Table A” (Old Table). If you purchased a contract prior to May 1, 2006, the references to Old Table apply to your contract. If you purchased a contract on or after May 1, 2006, the table used under rider depends on which state you live in. Ask your investment professional which version of the rider, if any, is available in your state.

<sup>(2)</sup> The monthly annuity payments illustrated under the standard annuity payout provisions of the contract and for the riders are computed using the rates guaranteed in Table B of the contract. These are the minimum amounts that could be paid under the standard annuity payout provisions of the contract based on the above assumptions. Annuity payouts under the standard annuity payout provisions of the contract when based on our current annuity payout rates (which are generally higher than the rates guaranteed in Table B of the contract) may be greater than the annuity payouts under the riders, which are always based on the rates guaranteed in Table B of the contract. If the annuity payouts under the standard contract provisions are more favorable than the payouts available under the rider, you will receive the higher standard payout.

### Plan D – Joint and Last Survivor Life Annuity – No Refund

If you annuitize the contract within 30 days after the illustrated contract anniversary, the minimum monthly income payment under a fixed annuity option (which is the same for the first year of a variable annuity option) on Plan D – Joint and Last Survivor Life Annuity – No Refund would be:

Contract Anniversary at Exercise	Standard Provisions			IAB – 5% RF Provisions		
	Assumed Contract Value	New Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	IAB – 5% RF Benefit Base	New Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>
10	\$174,000	\$629.88	\$622.92	\$174,000	\$629.88	\$622.92
11	141,000	521.70	516.06	171,034	632.83	625.98
12	148,000	559.44	553.52	179,586	678.83	671.65
13	208,000	807.04	796.64	208,000	807.04	796.64
14	198,000	786.06	778.14	198,000	786.06	778.14
15	203,000	826.21	818.09	207,893	846.12	837.81

<sup>(1)</sup> Effective May 1, 2006, we began calculating fixed annuity payments under this rider using the guaranteed annuity purchase rates based on the “2000 Individual Annuitant Mortality Table A” (New Table), subject to state approval. Previously, our calculations were based on the “1983 Individual Annuity Mortality Table A” (Old Table). If you purchased a contract prior to May 1, 2006, the references to Old Table apply to your contract. If you purchased a contract on or after May 1, 2006, the table used under rider depends on which state you live in. Ask your investment professional which version of the rider, if any, is available in your state.

<sup>(2)</sup> The monthly annuity payments illustrated under the standard annuity payout provisions of the contract and for the riders are computed using the rates guaranteed in Table B of the contract. These are the minimum amounts that could be paid under the standard annuity payout provisions of the contract based on the above assumptions. Annuity payouts under the standard annuity payout provisions of the contract when based on our current annuity payout rates (which are generally higher than the rates guaranteed in Table B of the contract) may be greater than the annuity payouts under the riders, which are always based on the rates guaranteed in Table B of the contract. If the annuity payouts under the standard contract provisions are more favorable than the payouts available under the rider, you will receive the higher standard payout.

**NOTE:** In the above examples, if you elected to begin receiving annuity payouts within 30 days after the 10th, 13th or the 14th contract anniversary, you would not benefit from the rider because the monthly annuity payout in these examples is the same as under the standard provisions of the contract. Because the examples are based on assumed contract values, not actual investment results, you should not conclude from the examples that the riders will provide higher payments more frequently than the standard provisions of the contract.

### Example — Income Assurer Benefit – Greater of MAV or 5% Accumulation Benefit Base

Based on the above assumptions and taking into account fluctuations in contract value due to market conditions, we calculate the guaranteed income benefit base as:

Contract Anniversary	Assumed Contract Value	Purchase Payments	Maximum Anniversary Value <sup>(1)</sup>	5% Accumulation Benefit Base <sup>(1)</sup>	Guaranteed Income Benefit Base – Greater of MAV or 5% Accumulation Benefit Base <sup>(2)</sup>
1	\$108,000	\$100,000	\$108,000	\$105,000	\$108,000
2	125,000	none	125,000	110,250	125,000
3	132,000	none	132,000	115,763	132,000
4	150,000	none	150,000	121,551	150,000
5	85,000	none	150,000	127,628	150,000
6	121,000	none	150,000	134,010	150,000
7	139,000	none	150,000	140,710	150,000
8	153,000	none	153,000	147,746	153,000
9	140,000	none	153,000	155,133	155,133
10	174,000	none	174,000	162,889	174,000
11	141,000	none	174,000	171,034	174,000
12	148,000	none	174,000	179,586	179,586
13	208,000	none	208,000	188,565	208,000
14	198,000	none	208,000	197,993	208,000
15	203,000	none	208,000	207,893	208,000

<sup>(1)</sup> The MAV and 5% Accumulation Benefit Base are limited after age 81, but the guaranteed income benefit base may increase if the contract value increases.

<sup>(2)</sup> The Guaranteed Income Benefit Base – Greater of MAV or 5% Accumulation Benefit Base is a calculated number, not an amount that can be withdrawn. The Guaranteed Income Benefit Base – Greater of MAV or 5% Accumulation Benefit Base does not create contract value or guarantee the performance of any investment option.

### Plan B – Life Annuity with 10 Years Certain

If you annuitize the contract within 30 days after the illustrated contract anniversary, the minimum monthly income payment under a fixed annuity option (which is the same for the first year of a variable annuity option) on Plan B – Life Annuity with 10 Years Certain would be:

Contract Anniversary at Exercise	Standard Provisions			IAB – Max Provisions		
	Assumed Contract Value	New Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	IAB – Max Benefit Base	New Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan B – Life with 10 Years Certain <sup>(2)</sup>
10	\$174,000	\$ 772.56	\$ 774.30	\$174,000	\$ 772.56	\$ 774.30
11	141,000	641.55	642.96	174,000	791.70	793.44
12	148,000	691.16	692.64	179,586	838.66	840.46
13	208,000	996.32	998.40	208,000	996.32	998.40
14	198,000	974.16	976.14	208,000	1,023.36	1,025.44
15	203,000	1,025.15	1,027.18	208,000	1,050.40	1,052.48

<sup>(1)</sup> Effective May 1, 2006, we began calculating fixed annuity payments under this rider using the guaranteed annuity purchase rates based on the “2000 Individual Annuity Mortality Table A” (New Table), subject to state approval. Previously, our calculations were based on the “1983 Individual Annuity Mortality Table A” (Old Table). If you purchased a contract prior to May 1, 2006, the references to Old Table apply to your contract. If you purchased a contract on or after May 1, 2006, the table used under rider depends on which state you live in. Ask your investment professional which version of the rider, if any, is available in your state.

<sup>(2)</sup> The monthly annuity payments illustrated under the standard annuity payout provisions of the contract and for the riders are computed using the rates guaranteed in Table B of the contract. These are the minimum amounts that could be paid under the standard annuity payout provisions of the contract based on the above assumptions. Annuity payouts under the standard annuity payout provisions of the contract when based on our current annuity payout rates (which are generally higher than the rates guaranteed in Table B of the contract) may be greater than the annuity payouts under the riders, which are always based on the rates guaranteed in Table B of the contract. If the annuity payouts under the standard contract provisions are more favorable than the payouts available under the rider, you will receive the higher standard payout.

**Plan D – Joint and Last Survivor Life Annuity – No Refund**

If you annuitize the contract within 30 days after the illustrated contract anniversary, the minimum monthly income payment under a fixed annuity option (which is the same for the first year of a variable annuity option) on Plan D – Joint and Last Survivor Life Annuity – No Refund would be:

Contract Anniversary at Exercise	Assumed Contract Value	Standard Provisions		IAB – Max Benefit Base	IAB – Max Provisions	
		New Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>		New Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>	Old Table <sup>(1)</sup> Plan D – Last Survivor No Refund <sup>(2)</sup>
10	\$174,000	\$629.88	\$622.92	\$174,000	\$629.88	\$622.92
11	141,000	521.70	516.06	174,000	643.80	636.84
12	148,000	559.44	553.52	179,586	678.83	671.65
13	208,000	807.04	796.64	208,000	807.04	796.64
14	198,000	786.06	778.14	208,000	825.76	817.44
15	203,000	826.21	818.09	208,000	846.56	838.24

<sup>(1)</sup> Effective May 1, 2006, we began calculating fixed annuity payments under this rider using the guaranteed annuity purchase rates based on the “2000 Individual Annuity Mortality Table A” (New Table), subject to state approval. Previously, our calculations were based on the “1983 Individual Annuity Mortality Table A” (Old Table). If you purchased a contract prior to May 1, 2006, the references to Old Table apply to your contract. If you purchased a contract on or after May 1, 2006, the table used under rider depends on which state you live in. Ask your investment professional which version of the rider, if any, is available in your state.

<sup>(2)</sup> The monthly annuity payments illustrated under the standard annuity payout provisions of the contract and for the riders are computed using the rates guaranteed in Table B of the contract. These are the minimum amounts that could be paid under the standard annuity payout provisions of the contract based on the above assumptions. Annuity payouts under the standard annuity payout provisions of the contract when based on our current annuity payout rates (which are generally higher than the rates guaranteed in Table B of the contract) may be greater than the annuity payouts under the riders, which are always based on the rates guaranteed in Table B of the contract. If the annuity payouts under the standard contract provisions are more favorable than the payouts available under the rider, you will receive the higher standard payout.

**NOTE:** In the above examples, if you elected to begin receiving annuity payouts within 30 days after the 10th or the 13th contract anniversary, you would not benefit from the rider because the monthly annuity payout in these examples is the same as under the standard provisions of the contract. Because the examples are based on assumed contract values, not actual investment results, you should not conclude from the examples that the riders will provide higher payments more frequently than the standard provisions of the contract.



## Appendix L: Example — Accumulation Protector Benefit Rider

### Example — Accumulation Protector Benefit Rider

The following example shows how the Accumulation Protector Benefit rider works based on hypothetical values. It is not intended to depict investment performance of the contract.

#### Assumptions:

- You purchase the contract (with the Accumulation Protector Benefit rider) with a payment of \$100,000. No purchase payment credit applies.
- You make no additional purchase payments.
- You do not exercise the elective step-up option.

End of Contract Year	Partial Surrender (beginning of year)	MCAV Adjustment for Partial Surrender	MCAV	Initial payment Accumulation Benefit Amount	100,000 Hypothetical Assumed Contract Value
1	\$ 0	\$ 0	\$100,000	\$ 0	\$112,000
2	0	0	102,400	0	128,000
3	0	0	108,000	0	135,000
4	0	0	108,000	0	125,000
5	0	0	108,000	0	110,000
6	2,000	1,964	106,036	0	122,000
7	0	0	112,000	0	140,000
8	0	0	112,000	0	121,000
9	5,000	4,628	107,372	0	98,000
10	0	0	107,372	22,372	85,000

# Appendix M: *SecureSource* Rider Disclosure

## **SECURESOURCE RIDER**

There are two optional *SecureSource* riders available under your contract:

- *SecureSource* – Single Life; or
- *SecureSource* – Joint Life.

The information in this section applies to both *SecureSource* riders, unless otherwise noted.

The *SecureSource* – Single Life rider covers one person. The *SecureSource* – Joint Life Rider covers two spouses jointly who are named at contract issue. You may elect only the *SecureSource* – Single Life rider or the *SecureSource* – Joint Life rider, not both, and you may not switch riders later. You must elect the rider when you purchase your contract. The rider effective date will be the contract issue date.

The *SecureSource* rider is an optional benefit that you may select for an additional annual charge if:

- your contract application was signed on or after May 1, 2007; and
- **Single Life:** you and the annuitant are 80 or younger on the date the contract is issued; or
- **Joint Life:** you and your spouse are 80 or younger on the date the contract is issued.

The *SecureSource* rider is not available under an inherited qualified annuity.

The *SecureSource* rider guarantees (unless the rider is terminated. See “Rider Termination” heading below.) that regardless of the investment performance of your contract you will be able to withdraw up to a certain amount each year from the contract before the annuity payouts begin until:

- **Single Life:** you have recovered at minimum all of your purchase payments or, if later, until death (see “At Death” heading below) — even if the contract value is zero.
- **Joint Life:** you have recovered at minimum all of your purchase payments or, if later, until the death of the last surviving covered spouse (see “*Joint Life only: Covered Spouses*” and “At Death” headings below), even if the contract value is zero.

For the purpose of this rider, the term “withdrawal” has the same meaning as the term “surrender” in the contract or any other riders.

The *SecureSource* rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time.

Under the terms of the *SecureSource* rider, the calculation of the amount which can be withdrawn in each contract year varies depending on several factors, including but not limited to the waiting period (see “Waiting period” heading below) and whether or not the lifetime withdrawal benefit has become effective:

- (1) The basic withdrawal benefit gives you the right to take limited withdrawals in each contract year and guarantees that over time the withdrawals will total an amount equal to, at minimum, your purchase payments (unless the rider is terminated. See “Rider Termination” heading below). Key terms associated with the basic withdrawal benefit are “Guaranteed Benefit Payment (GBP)”, “Remaining Benefit Payment (RBP)”, “Guaranteed Benefit Amount (GBA)” and “Remaining Benefit Amount (RBA).” See these headings below for more information.
- (2) The lifetime withdrawal benefit gives you the right, under certain limited circumstances defined in the rider, to take limited withdrawals until the later of:
  - **Single Life:** death (see “At Death” heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero (unless the rider is terminated. See “Rider Termination” heading below);
  - **Joint Life:** death of the last surviving covered spouse (see “At Death” heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero (unless the rider is terminated. See “Rider Termination” heading below).

Key terms associated with the lifetime withdrawal benefit are “Annual Lifetime Payment (ALP)”, “Remaining Annual Lifetime Payment (RALP)”, “*Single Life only: Covered Person*”, “*Joint Life only: Covered Spouses*” and “Annual Lifetime Payment Attained Age (ALPAA).” See these headings below for more information.

Only the basic withdrawal benefit will be in effect prior to the date that the lifetime withdrawal benefit becomes effective. The lifetime withdrawal benefit becomes effective automatically on the rider anniversary date after the:

- **Single Life:** covered person reaches age 65, or the rider effective date if the covered person is age 65 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” heading below);
- **Joint Life:** younger covered spouse reaches age 65, or the rider effective date if the younger covered spouse is age 65 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” and “Annual Lifetime Payments (ALP)” headings below).

Provided annuity payouts have not begun, the *SecureSource* rider guarantees that you may take the following withdrawal amounts each contract year:

- Before the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal to the value of the RBP at the beginning of the contract year;
- After the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal to the value of the RALP or the RBP at the beginning of the contract year, but the rider does not guarantee withdrawal of the sum of both the RALP and the RBP in a contract year.

If you withdraw less than the allowed withdrawal amount in a contract year, the unused portion cannot be carried over to the next contract year. As long as your withdrawals in each contract year do not exceed the annual withdrawal amount allowed under the rider:

- **Single Life:** and there has not been a contract ownership change or spousal continuation of the contract, the guaranteed amounts available for withdrawal will not decrease;
- **Joint Life:** the guaranteed amounts available for withdrawal will not decrease.

If you withdraw more than the allowed withdrawal amount in a contract year, we call this an “excess withdrawal” under the rider. Excess withdrawals trigger an adjustment of a benefit’s guaranteed amount, which may cause it to be reduced (see “GBA Excess Withdrawal Processing,” “RBA Excess Withdrawal Processing,” and “ALP Excess Withdrawal Processing” headings below).

Please note that basic withdrawal benefit and lifetime withdrawal benefit each has its own definition of the allowed annual withdrawal amount. Therefore a withdrawal may be considered an excess withdrawal for purposes of the lifetime withdrawal benefit only, the basic withdrawal benefit only, or both.

If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see “Charges — Surrender Charges”). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. Market value adjustments, if applicable, will also be made (see “Guarantee Period Accounts (GPAs) — Market Value Adjustment”). We pay you the amount you request. Any withdrawals you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full withdrawal of the contract, you will receive the remaining contract value less any applicable charges (see “Making the Most of Your Contract — Surrenders”).

The rider’s guaranteed amounts can be increased at the specified intervals if your contract value has increased. An annual step up feature is available at each contract anniversary, subject to certain conditions, and may be applied automatically to your contract or may require you to elect the step up (see “Annual Step Up” heading below). If you exercise the annual step up election, the spousal continuation step up election (see “Spousal Continuation Step Up” heading below) or change your Portfolio Navigator model portfolio, the rider charge may change (see “Charges”).

If you take withdrawals during the waiting period, any prior steps ups applied will be reversed and step ups will not be available until the end of the waiting period. You may take withdrawals after the waiting period without reversal of prior step ups.

You should consider whether a *SecureSource* rider is appropriate for you because:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Withdrawal Benefit Limitations:** The lifetime withdrawal benefit is subject to certain limitations, including but not limited to:
  - (a) **Single Life:** Once the contract value equals zero, payments are made for as long as the oldest owner or annuitant is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime withdrawal benefit terminates at the first death of any owner or annuitant except

as otherwise provided below (see “At Death” heading below). Therefore, if there are multiple contract owners or the annuitant is not an owner, the rider may terminate or the lifetime withdrawal benefit may be reduced. This possibility may present itself when:

- (i) *There are multiple contract owners* — when one of the contract owners dies the benefit terminates even though other contract owners are still living (except if the contract is continued under the spousal continuation provision of the contract); or
- (ii) *The owner and the annuitant are not the same persons* — if the annuitant dies before the owner, the benefit terminates even though the owner is still living. This could happen, for example, when the owner is younger than the annuitant. This risk increases as the age difference between owner and annuitant increases.

**Joint Life:** Once the contract value equals zero, payments are made for as long as either covered spouse is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime withdrawal benefit terminates at the death of the last surviving covered spouse (see “At Death” heading below).

- (b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If the both the ALP and the contract value are zero, the lifetime withdrawal benefit will terminate.
- (c) When the lifetime withdrawal benefit is first established, the initial ALP is based on
  - (i) **Single Life:** the basic withdrawal benefit’s RBA at that time (see “Annual Lifetime Payment (ALP)” heading below), unless there has been a spousal continuation or ownership change; or
  - (ii) **Joint Life:** the basic withdrawal benefit’s RBA at that time (see “Annual Lifetime Payment (ALP)” heading below).

Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.

- (d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the rider will terminate.

- **Investment Allocation Restrictions:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds” section.) We reserve the right to add, remove, or substitute approved investment options in the future. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the one-year fixed account that are available under the contract to contract owners who do not elect the rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer funds.”) You may allocate qualifying purchase payments to the DCA fixed account, when available (see “DCA Fixed Account”), and we will make monthly transfers into the investment option you have chosen. You may make two elective investment option changes per contract year; we reserve the right to limit elective investment option changes if required to comply with the written instructions of a fund (see “Market Timing”).

The following provisions apply to contracts invested in a Portfolio Navigator fund:

- You can allocate your contract value to any available Portfolio Navigator fund during the following times: (1) prior to your first withdrawal and (2) following a benefit reset as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your investment option to any available investment option.
- Immediately following a withdrawal your contract value will be reallocated to the target investment option as shown in your contract if your current investment option is more aggressive than the target investment option. If you are in a static model portfolio, this reallocation will be made to the applicable fund of funds investment option. This automatic reallocation is not included in the total number of allowed model changes per contract year and will not cause your rider fee to increase. The target investment option is currently the Moderate investment option. We reserve the right to change the target investment option to an investment option that is more aggressive than the current target investment option after 30 days written notice.
- After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option investment option that is more conservative than the target investment option without a benefit reset as described below. If you are in a withdrawal phase and you choose to allocate your contract value to an investment option that is more aggressive than the target investment option, your rider benefit will be reset as follows:
  - (a) the total GBA will be reset to the lesser of its current value or the contract value; and
  - (b) the total RBA will be reset to the lesser of its current value or the contract value; and

- (c) the ALP, if established, will be reset to the lesser of its current value or 6% of the contract value; and
- (d) the GBP will be recalculated as described below, based on the reset GBA and RBA; and
- (e) the RBP will be recalculated as the reset GBP less all prior withdrawals made during the current contract year, but not be less than zero; and
- (f) the RALP will be recalculated as the reset ALP less all prior withdrawals made during the current contract year, but not be less than zero.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **Limitations on Purchase of Other Riders under your Contract:** You may elect only the *SecureSource* – Single Life rider or the *SecureSource* – Joint Life rider. If you elect the *SecureSource* rider, you may not elect the Accumulation Protector Benefit rider.
- **Non-Cancelable:** Once elected, the *SecureSource* rider may not be cancelled (except as provided under “Rider Termination” heading below) and the fee will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below). Dissolution of marriage does not terminate the *SecureSource* – Joint Life rider and will not reduce the fee we charge for this rider. The benefit under the *SecureSource* – Joint Life rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural ownership). The rider will terminate at the death of the contract owner (or annuitant in the case of nonnatural ownership) because the original spouse will be unable to elect the spousal continuation provision of the contract (see “Joint Life only: Covered Spouses” below).
- **Joint Life: Limitations on Contract Owners, Annuitants and Beneficiaries:** Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal continuation provision of the contract upon the owner’s death, only ownership arrangements that permit such continuation are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary. You are responsible for establishing ownership arrangements that will allow for spousal continuation.

If you select the *SecureSource* – Joint Life rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse can not utilize the spousal continuation provision of the contract when the death benefit is payable.

- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments (subject to state restrictions), which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see “Buying Your Contract —Purchase Payments”.
- **Interaction with Total Free Amount (FA) contract provision:** The FA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The FA may be greater than the RBP or RALP under this rider. Any amount you withdraw under the contract’s FA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Tax Considerations for Nonqualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see “Taxes — Nonqualified Annuities”). Withdrawals are taxable income to the extent of earnings. Withdrawals of earnings before age 59½ may also incur a 10% IRS early withdrawal penalty. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD that exceeds the specified amount of withdrawal available under the rider. Withdrawals in any contract year that exceed the guaranteed amount available for withdrawal may reduce future benefits guaranteed under the rider. While the rider permits certain excess withdrawals to be made for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. See Appendix E for additional information.
- **Treatment of non-spousal distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider.  
Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see “Taxes — Other — Spousal status” section of this prospectus.
- **Limitations on Tax -Sheltered Annuities (TSAs):** Your right to take withdrawals is restricted if your contract is a TSA (see “TSA — Special Provisions”).

**Key terms and provisions of the SecureSource rider are described below:**

**Withdrawal:** The amount by which your contract value is reduced as a result of any withdrawal request. It may differ from the amount of your request due to any surrender charge and any market value adjustment.

**Waiting period:** Any period of time starting on the rider effective date during which the annual step up is not available if you take withdrawals. Currently, there is no waiting period. For contracts purchased prior to June 1, 2008, the waiting period is three years.

**Guaranteed Benefit Amount (GBA):** The total cumulative withdrawals guaranteed by the rider under the basic withdrawal benefit. The maximum GBA is \$5,000,000. The GBA cannot be withdrawn and is not payable as a death benefit. It is an interim value used to calculate the amount available for withdrawals each year under the basic withdrawal benefit (see “Guaranteed Benefit Payment” below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

**The GBA is determined at the following times, calculated as described:**

- *At contract issue* — the GBA is equal to the initial purchase payment.
- *When you make additional purchase payments* — each additional purchase payment has its own GBA equal to the amount of the purchase payment.
- *At step up* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *When an individual RBA is reduced to zero* — the GBA that is associated with that RBA will also be set to zero.
- *When you make a withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the GBA associated with each purchase payment will be reset to the amount of that purchase payment. The step up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *When you make a withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment’s GBA remain unchanged.
  - (b) *is greater than the total RBP* — **GBA excess withdrawal processing will be applied to the GBA.** If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

**GBA EXCESS WITHDRAWAL PROCESSING**

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment’s GBA after the withdrawal will be reset to equal that payment’s RBA after the withdrawal plus (a) times (b), where:

- (a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and
- (b) is each payment’s GBA before the withdrawal less that payment’s RBA after the withdrawal.

**Remaining Benefit Amount (RBA):** Each withdrawal you make reduces the amount that is guaranteed by the rider as future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract’s life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is \$5,000,000.

**The RBA is determined at the following times, calculated as described:**

- *At contract issue* — the RBA is equal to the initial purchase payment.
- *When you make additional purchase payments* — each additional purchase payment has its own RBA initially set equal to that payment’s GBA (the amount of the purchase payment).
- *At step up* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *When you make a withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the RBA associated with each purchase payment will be reset to the amount of that purchase payment. The step up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *When you make a withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the total RBA is reduced by the amount of the withdrawal. If there have been multiple purchase payments, each payment’s RBA is reduced in proportion to its RBP.
  - (b) *is greater than the total RBP* — **RBA excess withdrawal processing will be applied to the RBA.** If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

## **RBA EXCESS WITHDRAWAL PROCESSING**

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment's RBA will be reset. The total RBA will be reset according to the excess withdrawal processing described above. Each payment's RBA will be reset in the following manner:

1. The withdrawal amount up to the total RBP is taken out of each RBA bucket in proportion to its individual RBP at the time of the withdrawal; and
2. The withdrawal amount above the total RBP and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

**Guaranteed Benefit Payment (GBP):** At any time, the amount available for withdrawal in each contract year after the waiting period, until the RBA is reduced to zero, under the basic withdrawal benefit. At any point in time, each purchase payment has its own GBP, which is equal to the lesser of that payment's RBA or 7% of that payment's GBA, and the total GBP is the sum of the individual GBPs.

During the waiting period, the guaranteed annual withdrawal amount may be less than the GBP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual withdrawal amount during the waiting period is equal to the value of the RBP at the beginning of the contract year.

### **The GBP is determined at the following times, calculated as described:**

- *At contract issue* — the GBP is established as 7% of the GBA value.
- *At each contract anniversary* — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value.
- *When you make additional purchase payments* — each additional purchase payment has its own GBP equal to 7% of the purchase payment amount.
- *At step up* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *When an individual RBA is reduced to zero* — the GBP associated with that RBA will also be reset to zero.
- *When you make a withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the GBA and the RBA associated with each purchase payment will be reset to the amount of that purchase payment. Each payment's GBP will be reset to 7% of that purchase payment. The step up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *When you make a withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the GBP remains unchanged.
  - (b) *is greater than the total RBP* — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value, based on the RBA and GBA after the withdrawal. If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

**Remaining Benefit Payment (RBP):** The amount available for withdrawal for the remainder of the contract year under the basic withdrawal benefit. At any point in time, the total RBP is the sum of the RBPs for each purchase payment. During the waiting period, when the guaranteed amount may be less than the GBP, the value of the RBP at the beginning of the contract year will be that amount that is actually guaranteed each contract year.

### **The RBP is determined at the following times, calculated as described:**

- *At the beginning of each contract year during the waiting period and prior to any withdrawal* — the RBP for each purchase payment is set equal to that purchase payment multiplied by 7%.
- *At the beginning of any other contract year* — the RBP for each purchase payment is set equal to that purchase payment's GBP.
- *When you make additional purchase payments* — each additional purchase payment has its own RBP equal to that payment's GBP.
- *At step up* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *At spousal continuation* — (see "Spousal Option to Continue the Contract" heading below).
- *When an individual RBA is reduced to zero* — the RBP associated with that RBA will also be reset to zero.
- *When you make any withdrawal* — the total RBP is reset to equal the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero. If there have been multiple purchase payments, each payment's RBP is reduced proportionately. **If you withdraw an amount greater than the RBP, GBA excess**

**withdrawal processing and RBA excess withdrawal processing are applied** and the amount available for future withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

**Single Life only: Covered Person:** The person whose life is used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered person is the oldest contract owner or annuitant. If the owner is a nonnatural person, i.e., a trust or corporation, the covered person is the oldest annuitant. A spousal continuation or a change of contract ownership may reduce the amount of the lifetime withdrawal benefit and may change the covered person.

**Joint Life only: Covered Spouses:** The contract owner and his or her legally married spouse as defined under federal law, as named on the application for as long as the marriage is valid and in effect. If the contract owner is a nonnatural person (e.g., a trust), the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered spouses are established on the rider effective date and cannot be changed.

#### **Annual Lifetime Payment Attained Age (ALPAA):**

- **Single Life:** The covered person's age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 65.
- **Joint Life:** The age of the younger covered spouse at which time the lifetime benefit is established.

**Annual Lifetime Payment (ALP):** Once established, the ALP under the lifetime withdrawal benefit is at any time the amount available for withdrawals in each contract year after the waiting period until the later of:

- **Single Life:** death; or
- **Joint Life:** death of the last surviving covered spouse; or
- the RBA is reduced to zero.

The maximum ALP is \$300,000. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the ALP is zero.

During the waiting period, the guaranteed annual lifetime withdrawal amount may be less than the ALP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual lifetime withdrawal amount during the waiting period is equal to the value of the RALP at the beginning of the contract year.

#### **The ALP is determined at the following times:**

- **Single Life:** *The later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 65 — the ALP is established as 6% of the total RBA.*
- **Joint Life:** *The ALP is established as 6% of the total RBA on the earliest of the following dates:*
  - (a) the rider effective date if the younger covered spouse has already reached age 65.*
  - (b) the rider anniversary on/following the date the younger covered spouse reaches age 65.*
  - (c) upon the first death of a covered spouse, then*
    - (1) the date we receive written request when the death benefit is not payable and the surviving covered spouse has already reached age 65; or*
    - (2) the date spousal continuation is effective when the death benefit is payable and the surviving covered spouse has already reached age 65; or*
    - (3) the rider anniversary on/following the date the surviving covered spouse reaches age 65.*
  - (d) Following dissolution of marriage of the covered spouses,*
    - (1) the date we receive written request if the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) has already reached age 65; or*
    - (2) the rider anniversary on/following the date the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) reaches age 65.*
- *When you make additional purchase payments — each additional purchase payment increases the ALP by 6% of the amount of the purchase payment.*
- *At step ups — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).*
- **Single Life:** *At spousal continuation or contract ownership change — (see "Spousal Option to Continue the Contract" and "Contract Ownership Change" headings below).*



- *When you make a withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the ALP will be reset to equal total purchase payments multiplied by 6%. The step up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *When you make a withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the RALP* — the ALP remains unchanged.
  - (b) *is greater than the RALP* — **ALP excess withdrawal processing will be applied to the ALP.** If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

### **20% Rider Credit (for contracts with applications signed on or after June 1, 2008)**

If you do not make a withdrawal during the first three rider years, then a 20% rider credit may increase your ALP. This credit is 20% of purchase payments received in the first 180 days that the rider is in effect and is used to establish the enhanced lifetime base. The enhanced lifetime base is an amount that may be used to increase the ALP. The 20% rider credit does not increase the basic withdrawal benefit or the contract value. Because step ups may increase your ALP, they may reduce or eliminate any benefit of the 20% rider credit.

### **Enhanced Lifetime Base (for contracts with applications signed on or after June 1, 2008)**

The enhanced lifetime base will be established initially on the third rider anniversary. If you do not make a withdrawal during the first three rider years, then the enhanced lifetime base will be the sum of all purchase payments received during the first three rider years and the 20% rider credit. If you make a withdrawal during the first three rider years, then the 20% rider credit does not apply and the enhanced lifetime base will be established as zero and will always be zero.

The maximum enhanced lifetime base at any time is \$5,000,000.

If the enhanced lifetime base is greater than zero, then it will:

- increase by the amount of any purchase payments received on or after the third rider anniversary.
- be reduced by any withdrawal in the same proportion as the withdrawal reduces the RBA and, if the withdrawal exceeds the RBP, it will then be set to the lesser of this reduced value and the contract value immediately following the withdrawal.
- be set to the lesser of its current value and the contract value, if you choose an asset allocation model that is more aggressive than the target model while you are in the withdrawal phase.

If any of the following events occur, then the enhanced lifetime base will be established as or reset to zero and will always be zero:

- The total RBA is reduced to zero.
- You selected the Single Life rider, and there is a change in the covered person, including changes due to spousal continuations and ownership changes.

The enhanced lifetime base is an amount that may be used to increase the ALP and cannot be withdrawn or annuitized.

### **Increase in ALP because of the Enhanced Lifetime Base (for contracts with applications signed on or after June 1, 2008)**

As of the later of the third rider anniversary and the date the initial ALP is established, the ALP will be increased to equal the enhanced lifetime base multiplied by 6%, if this amount is greater than the current ALP. Thereafter, the enhanced lifetime base will always be zero.

### **ALP EXCESS WITHDRAWAL PROCESSING**

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or 6% of the contract value immediately following the withdrawal.

**Remaining Annual Lifetime Payment (RALP):** The amount available for withdrawal for the remainder of the contract year under the lifetime withdrawal benefit. During the waiting period, when the guaranteed annual withdrawal amount may be less than the ALP, the value of the RALP at the beginning of the contract year will be the amount that is actually guaranteed each contract year. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the RALP is zero.

### **The RALP is determined at the following times:**

- *The RALP is established at the same time as the ALP, and:*
  - (a) *During the waiting period and prior to any withdrawals* — the RALP is established equal to 6% of purchase payments.

- (b) *At any other time* — the RALP is established equal to the ALP less all prior withdrawals made in the contract year but not less than zero.
- *At the beginning of each contract year during the waiting period and prior to any withdrawals* — the RALP is set equal to the total purchase payments, multiplied by 6%.
- *At the beginning of any other contract year* — the RALP is set equal to ALP.
- *When you make additional purchase payments* — each additional purchase payment increases the RALP by 6% of the purchase payment amount.
- *At step ups* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *When you make any withdrawal* — the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal but not less than zero. **If you withdraw an amount greater than the RALP, ALP excess withdrawal processing is applied** and may reduce the amount available for future withdrawals. When determining if a withdrawal will result in excess withdrawal processing, the applicable RALP will not yet reflect the amount of the current withdrawal.

**Required Minimum Distributions (RMD):** If you are taking RMDs from your contract and your RMD calculated separately for your contract is greater than the RBP or the RALP on the most recent contract anniversary, the portion of your RMD that exceeds the RBP or RALP on the most recent rider anniversary will not be subject to excess withdrawal processing provided that the following conditions are met:

- The RMD is for your contract alone;
- The RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- The RMD amount is otherwise based on the requirements of section 401(a)(9), related Code provisions and regulations thereunder that were in effect on the effective date of the rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

Withdrawal amounts greater than the RBP or RALP on the contract anniversary date that do not meet these conditions will result in excess withdrawal processing as described above. See Appendix E for additional information.

**Step Up Date:** The date any step up becomes effective, and depends on the type of step up being applied (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).

**Annual Step Up:** Beginning with the first contract anniversary, an increase of the GBA, RBA, GBP, RBP, ALP and/or RALP values may be available. A step up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn or paid upon death. Rather, a step up determines the current values of the GBA, RBA, GBP, RBP, ALP and RALP, and may extend the payment period or increase the allowable payment.

The annual step up may be available as described below, subject to the following rules:

- The annual step up is effective on the step up date.
- Only one step up is allowed each contract year.
- If you take any withdrawals during the waiting period, any previously applied step ups will be reversed and the Annual step up will not be available until the end of the waiting period.
- On any rider anniversary where the RBA or, if established, the ALP would increase and the application of the step up would not increase the rider charge, the annual step up will be automatically applied to your contract, and the step up date is the contract anniversary date.
- If the application of the step up would increase the rider charge, the annual step up is not automatically applied. Instead, you have the option to step up for 30 days after the contract anniversary as long as either the contract value is greater than the total RBA or 6% of the contract value is greater than the ALP, if established, on the step-up date. If you exercise the elective annual step up option, you will pay the rider charge in effect on the step up date. If you wish to exercise the elective annual step up option, we must receive a request from you or your investment professional. The step up date is the date we receive your request to step up. If your request is received after the close of business, the step up date will be the next valuation day. If you request an elective step up or the elective spousal continuation step up on or after Dec. 18, 2013, the fee that will apply to your rider will correspond to the fund in which you are invested at that time (see “Optional Living benefit Charges — *SecureSource* Rider fee”). **Before you elect a step up resulting in an increased rider fee, you should carefully consider the benefit of the contract value gains you are locking-in and the increased rider fee compared to your other options including whether it is appropriate to consider moving to a fund with a lower corresponding rider fee.**
- The ALP and RALP are not eligible for step ups until they are established. Prior to being established, the ALP and RALP values are both zero.
- Please note it is possible for the ALP to step up even if the RBA or GBA do not step up, and it is also possible for the RBA and GBA to step up even if the ALP does not step up.

The annual step up resets the GBA, RBA, GBP, RBP, ALP and RALP values as follows:

- The total RBA will be reset to the greater of the total RBA immediately prior to the step up date or the contract value (after charges are deducted) on the step up date.
- The total GBA will be reset to the greater of the total GBA immediately prior to the step up date or the contract value (after charges are deducted) on the step up date.
- The total GBP will be reset using the calculation as described above based on the increased GBA and RBA.
- The total RBP will be reset as follows:
  - (a) During the waiting period and prior to any withdrawals, the RBP will not be affected by the step up.
  - (b) At any other time, the RBP will be reset to the increased GBP less all prior withdrawals made in the current contract year, but not less than zero.
- The ALP will be reset to the greater of the ALP immediately prior to the step up date or 6% of the contract value (after charges are deducted) on the step up date.
- The RALP will be reset as follows:
  - (a) During the waiting period and prior to any withdrawals, the RALP will not be affected by the step up.
  - (b) At any other time, the RALP will be reset to the increased ALP less all prior withdrawals made in the current contract year, but not less than zero.

**Spousal Option to Continue the Contract upon Owner's Death (Spousal Continuation):**

**Single Life:** If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the *SecureSource* – Single Life rider also continues. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. When the spouse elects to continue the contract, any remaining waiting period is cancelled and any waiting period limitations on withdrawals and step-ups terminate; if the covered person changes due to spousal continuation the GBA, RBA, GBP, RBP, ALP and RALP values are affected as follows:

- The GBA, RBA and GBP values remain unchanged.
- The RBP is automatically reset to the GBP less all prior withdrawals made in the current contract year, but not less than zero.
- *If the ALP has not yet been established and the new covered person has not yet reached age 65 as of the date of continuation* — the ALP will be established on the contract anniversary following the date the covered person reaches age 65 as the lesser of the RBA or the contract anniversary value, multiplied by 6%. The RALP will be established on the same date equal to the ALP.
- *If the ALP has not yet been established but the new covered person is age 65 or older as of the date of continuation* — the ALP will be established on the date of continuation as the lesser of the RBA or the contract value, multiplied by 6%. The RALP will be established on the same date in an amount equal to the ALP less all prior withdrawals made in the current contract year, but not less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 65 as of the date of continuation* — the ALP and RALP will be automatically reset to zero for the period of time beginning with the date of continuation and ending with the contract anniversary following the date the covered person reaches age 65. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%, and the RALP will be reset to the ALP.
- *If the ALP has been established and the new covered person is age 65 or older as of the date of continuation* — the ALP will be automatically reset to the lesser of the current ALP or 6% of the contract value on the date of continuation. The RALP will be reset to the ALP less all prior withdrawals made in the current contract year, but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the spousal continuation.

**Joint Life:** If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the *SecureSource* – Joint Life rider also continues. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. When the spouse elects to continue the contract, any remaining waiting period is cancelled and any waiting period limitations on withdrawals and step-ups terminate. The surviving covered spouse can name a new beneficiary, however, a new covered spouse cannot be added to the rider.

**Spousal Continuation Step Up:** At the time of spousal continuation, a step-up may be available. All annual step-up rules (see “Annual Step-Up” heading above), other than those that apply to the waiting period, also apply to the spousal continuation step-up. If the spousal continuation step-up is processed automatically, the step-up date is the valuation date spousal continuation is effective. If not, the spouse must elect the step up and must do so within 30 days of the

spousal continuation date. If the spouse elects the spousal continuation step up, the step-up date is the valuation date we receive the spouse's written request to step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

**Rules for Withdrawal Provision of Your Contract:** Minimum account values following a withdrawal no longer apply to your contract. For withdrawals, the withdrawal will be made from the variable subaccounts, guarantee period accounts (where available), the one-year fixed account (if applicable) and the DCA fixed account in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be made.

**If Contract Value Reduces to Zero:** If the contract value reduces to zero and the total RBA remains greater than zero, you will be paid in the following scenarios:

- 1) The ALP has not yet been established and the contract value is reduced to zero as a result of fees or charges or a withdrawal that is less than or equal to the RBP. In this scenario, you can choose to:
  - (a) receive the remaining schedule of GBPs until the RBA equals zero; or
  - (b) **Single Life:** wait until the rider anniversary following the date the covered person reaches age 65, and then receive the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero; or
  - (c) **Joint Life:** wait until the rider anniversary following the date the younger covered spouse reaches age 65, and then receive the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- 2) The ALP has been established and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:
  - (a) the remaining schedule of GBPs until the RBA equals zero; or
  - (b) **Single Life:** the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero; or
  - (c) **Joint Life:** the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- 3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.
- 4) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the:
  - **Single Life:** covered person;
  - **Joint Life:** last surviving covered spouse.

Under any of these scenarios:

- The annualized amounts will be paid to you in the frequency you elect. You may elect a frequency offered by us at the time payments begin. Available payment frequencies will be no less frequent than annually;
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate; and
- **Single Life:** The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.
- **Joint Life:** If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

The *SecureSource* rider and the contract will terminate under either of the following two scenarios:

- If the contract value falls to zero as a result of a withdrawal that is greater than both the RALP and the RBP. This is full withdrawal of the contract value.
- If the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero.

**At Death:**

**Single Life:** If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract above.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person dies and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person is still alive and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the covered person or the RBA equals zero.
- If the covered person is still alive and the RBA equals zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the covered person.
- If the covered person dies and the RBA equals zero, the benefit terminates. No further payments will be made.

**Joint Life:** If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation provision of the contract and continue the contract as the new owner to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving covered spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract above.

If the contract value equals zero at the first death of a covered spouse, the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero.

If the contract value equals zero at the death of the last surviving covered spouse, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA equals zero, the benefit terminates. No further payments will be made.

**Contract Ownership Change:**

**Single Life:** If the contract changes ownership (see “Changing Ownership”), the GBA, RBA, GBP, RBP values will remain unchanged and the ALP and RALP will be reset as follows. Our current administrative practice is to only reset the ALP and RALP if the covered person changes due to the ownership change.

- *If the ALP has not yet been established and the new covered person has not yet reached age 65 as of the ownership change date* — the ALP and the RALP will be established on the contract anniversary following the date the covered person reaches age 65. The ALP will be set equal to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the anniversary date occurs during the waiting period and prior to a withdrawal, the RALP will be set equal to the lesser of the ALP or total purchase payments multiplied by 6%. If the anniversary date occurs at any other time, the RALP will be set equal to the ALP.
- *If the ALP has not yet been established but the new covered person is age 65 or older as of the ownership change date* — the ALP and the RALP will be established on the ownership change date. The ALP will be set equal to the lesser of the RBA or the contract value, multiplied by 6%. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be set to the lesser of the ALP or total purchase payments multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be set to the ALP less all prior withdrawals made in the current contract year but not less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 65 as of the ownership change date* — the ALP and the RALP will be reset to zero for the period of time beginning with the ownership change date and ending with the contract anniversary following the date the covered person reaches age 65. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the time period ends during the waiting period and prior to any withdrawals, the RALP will be reset to the lesser of the ALP or total purchase payments multiplied by 6%. If the time period ends at any other time, the RALP will be reset to the ALP.
- *If the ALP has been established and the new covered person is age 65 or older as of the ownership change date* — the ALP and the RALP will be reset on the ownership change date. The ALP will be reset to the lesser of the current

ALP or 6% of the contract value. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be reset to the lesser of the ALP or total purchase payments multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be reset to the ALP less all prior withdrawals made in the current contract year but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the ownership change.

**Joint Life:** Ownership changes are only allowed between the covered spouses or their revocable trust(s). No other ownership changes are allowed as long as the rider is in force.

**Guaranteed Withdrawal Benefit Annuity Option:** Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the *SecureSource* rider.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the current total RBA at the time you begin this fixed annuity payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequent than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary (see “The Annuity Payout Period” and “Taxes”).

This option may not be available if the contract is issued to qualify under section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary’s life or life expectancy. Whenever multiple beneficiaries are designated under the contract, each such beneficiary’s share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

#### **RIDER TERMINATION**

The *SecureSource* rider cannot be terminated either by you or us except as follows:

1. **Single Life:** After the death benefit is payable the rider will terminate if your spouse does not use the spousal continuation provision of the contract to continue the contract.
2. **Joint Life:** After the death benefit is payable the rider will terminate if:
  - (a) any one other than a covered spouse continues the contract, or
  - (b) a covered spouse does not use the spousal continuation provision of the contract to continue the contract.
3. Annuity payouts under an annuity payout plan will terminate the rider.
4. Termination of the contract for any reason will terminate the rider.
5. When a beneficiary elects an alternative payment plan which is an inherited IRA, the rider will terminate.

# Appendix N: *SecureSource 20* Rider Disclosure

## **SECURESOURCE 20 RIDER**

This is an optional benefit that you can add to your contract for an additional charge. The benefit is intended to provide to you, after the waiting period, a specified withdrawal amount annually for life, even if your contract value is zero, subject to the terms and provisions described in this section. This benefit offers a credit feature to help in low or poor performing markets and a step up feature to lock in contract anniversary values. The *SecureSource 20* rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time. This benefit is intended for assets you plan to hold and let accumulate for at least three years. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time and you will not receive 20% credit offered under this rider.

There are two optional *SecureSource 20* riders available under your contract:

- *SecureSource 20* — Single Life; or
- *SecureSource 20* — Joint Life.

The information in this section applies to both *SecureSource 20* riders, unless otherwise noted.

For the purpose of this rider, the term “withdrawal” has the same meaning as the term “surrender” in the contract or any other riders

The *SecureSource 20* — Single Life rider covers one person. The *SecureSource 20* — Joint Life Rider covers two spouses jointly who are named at contract issue. You may elect only the *SecureSource 20* — Single Life rider or the *SecureSource 20* — Joint Life rider, not both, and you may not switch riders later. You must elect the rider when you purchase your contract. The rider effective date will be the contract issue date.

The *SecureSource 20* rider is an optional benefit that you may select, if approved in your state, for an additional annual charge if:

- your contract application is signed on or after Aug. 10, 2009, but prior to Nov. 30, 2009; and
- **Single Life:** you and the annuitant are 80 or younger on the date the contract is issued; or
- **Joint Life:** you and your spouse are 80 or younger on the date the contract is issued.

The *SecureSource 20* riders are not available under an inherited qualified annuity.

The *SecureSource 20* rider guarantees that after the waiting period, regardless of the investment performance of your contract, you will be able to withdraw up to a certain amount each year from the contract before the annuity payouts begin until:

- **Single Life:** until death (see “At Death” heading below) or until the depletion of the basic benefit.
- **Joint Life:** until the death of the last surviving covered spouse (see “Joint Life only: Covered Spouses” and “At Death” headings below) or until the depletion of the basic benefit.

## **KEY TERMS**

The key terms associated with the *SecureSource 20* rider are:

**Annual Lifetime Payment (ALP):** the lifetime benefit amount available each contract year after the waiting period and until your death (**Joint Life:** the death of both covered spouses). After the waiting period, the annual withdrawal amount guaranteed by the rider can vary each contract year. The maximum ALP is \$300,000.

**Annual Lifetime Payment Attained Age (ALPAA):** the age at which the lifetime benefit is established.

**Enhanced Lifetime Base (ELB):** used in the calculation of the ALP on the later of the ELB date or the establishment of the ALP. The ELB cannot be withdrawn or annuitized and is not payable as a death benefit.

**Guaranteed Benefit Amount (GBA):** the total cumulative withdrawals guaranteed by the rider under the basic benefit. The maximum GBA is \$5,000,000. The GBA cannot be withdrawn or annuitized and is not payable as a death benefit. It is an interim value used to calculate the amount available for withdrawals each year after the waiting period under the basic benefit (see “Guaranteed Benefit Payment” below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

**Guaranteed Benefit Payment (GBP):** the basic benefit amount available each contract year after the waiting period until the RBA is reduced to zero. After the waiting period the annual withdrawal amount guaranteed by the rider can vary each contract year.

**Remaining Annual Lifetime Payment (RALP):** as you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. The RALP is the lifetime benefit amount that can be withdrawn during the remainder of the current contract year.

**Remaining Benefit Amount (RBA):** each withdrawal you make reduces the amount that is guaranteed by the rider for future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract's life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is \$5,000,000.

**Remaining Benefit Payment (RBP):** as you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. The RBP is the basic benefit amount that can be withdrawn during the remainder of the current contract year.

**Waiting period:** The period of time before you can take a withdrawal without affecting benefits under the rider. The waiting period starts on the rider effective date and ends on the day prior to the third rider anniversary.

**Withdrawal Adjustment Base (WAB):** one of the components used to determine the GBP Percentage and ALP Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

**Withdrawal:** The amount by which your contract value is reduced as a result of any withdrawal request. It may differ from the amount of your request due to any surrender charge and any market value adjustment.

### **DESCRIPTION OF THE SECURESOURCE 20 RIDER**

Before the lifetime benefit is established, the annual withdrawal amount guaranteed by the riders after the waiting period is the basic benefit amount. After the lifetime benefit is established and after the waiting period, the riders guarantee that you have the option each contract year to cumulatively withdraw an amount up to the lifetime benefit amount or the basic benefit amount, but the riders do not guarantee withdrawal of both in a contract year.

The lifetime withdrawal benefit is established automatically:

- **Single Life:** on the rider anniversary date after the covered person reaches age 65, or on the rider effective date if the covered person is age 65 or older on the rider effective date (see "Annual Lifetime Payment Attained Age (ALPAA)" heading below);
- **Joint Life:** on the rider anniversary date after the younger covered spouse reaches age 65, or on the rider effective date if the younger covered spouse is age 65 or older on the rider effective date (see "Annual Lifetime Payment Attained Age (ALPAA)" and "Annual Lifetime Payments (ALP)" headings below).

The basic benefit amount and the lifetime benefit amount can vary based on the relationship of your contract value to the Withdrawal Adjustment Base (WAB). When the first withdrawal is taken each contract year after the waiting period, the percentages used to determine the benefit amounts are set and fixed for the remainder of that year.

If you withdraw less than the allowed withdrawal amount in a contract year, the unused portion cannot be carried over to the next year.

If you withdraw more than the allowed withdrawal amount in a contract year, we call this an "excess withdrawal" under the rider. Excess withdrawals trigger an adjustment of a benefit's guaranteed amount, which may cause it to be reduced (see "GBA Excess Withdrawal Processing," "RBA Excess Withdrawal Processing," and "ALP Excess Withdrawal Processing" headings below).

Please note that basic benefit and lifetime benefit each has its own definition of the allowed annual withdrawal amount. Therefore a withdrawal may be considered an excess withdrawal for purposes of the lifetime benefit only, the basic benefit only, or both.

At any time after the waiting period, as long as your withdrawal does not exceed the greater of the basic benefit amount or the lifetime benefit amount, if established, you will not be assessed a surrender charge or any market value adjustment. If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see "Charges — Surrender Charges"). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. Market value adjustments, if applicable, will also be made (see "Guarantee Period Accounts (GPAs) — Market Value Adjustment"). We pay you the amount you request. Any withdrawals you take under the contract will reduce the value of the death benefits (see "Benefits in Case of Death"). Upon full withdrawal, you will receive the remaining contract value less any applicable charges (see "Making the Most of Your Contract — Withdrawals").

Subject to conditions and limitations, an annual step-up can increase the basic benefit amount and the lifetime benefit amount, if your contract value has increased on a rider anniversary.



Subject to conditions and limitations, if no withdrawals are taken prior to the third rider anniversary, the 20% rider credit may increase the lifetime benefit (if already established) or the Enhanced Lifetime Base (ELB) may increase the lifetime benefit (when established).

The values associated with the basic benefit are GBA, RBA, GBP and RBP. The values associated with the lifetime benefit are ALP, RALP and ELB. ALP and GBP are similar in that they are the annual withdrawal amount for each benefit after the waiting period. RALP and RBP are similar in that they are the remaining amount that can be withdrawn during the current contract year for each benefit.

### **IMPORTANT SECURESOURCE 20 RIDER CONSIDERATIONS**

You should consider whether a *SecureSource 20* rider is appropriate for you taking into account the following considerations:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Benefit Limitations:** The lifetime benefit is subject to certain limitations, including but not limited to:
  - (a) **Single Life:** Once the contract value equals zero, payments are made for as long as the covered person is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the first death of any owner or annuitant even if the covered person is still living (see “At Death” heading below). Therefore, the rider will terminate when a death benefit becomes payable. This possibility may present itself when:
    - (i) There are multiple contract owners — when one of the contract owners dies the lifetime benefit terminates even though other contract owners are still living; or
    - (ii) The owner and the annuitant are not the same persons — if the annuitant dies before the owner, the lifetime benefit terminates even though the owner is still living.
  - Joint Life:** Once the contract value equals zero, payments are made for as long as either covered spouse is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the death of the last surviving covered spouse (see “At Death” heading below).
  - (b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If both the ALP and the contract value are zero, the lifetime benefit will terminate.
  - (c) If the lifetime benefit is first established prior to the third rider anniversary, the initial ALP is based on the basic benefit’s RBA at that time (see “Annual Lifetime Payment (ALP)” heading below). If the lifetime benefit is first established on/after the third rider anniversary, the initial ALP is based on the greater of the basic benefit’s RBA and the ELB at that time. Any withdrawal you take before the ALP is established reduces the RBA and ELB and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.
  - (d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the rider will terminate.
- **Withdrawals:** Please consider carefully when you start taking withdrawals from this rider. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time and you will not receive 20% credit offered under this rider. Any withdrawal request within the 3-year waiting period must be submitted in writing. Also, after the waiting period if you withdraw more than the allowed withdrawal amount in a contract year (“excess withdrawal”), the guaranteed amounts under the rider may be reduced.
- **Investment Allocation Restrictions:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds” section.) We reserve the right to add, remove, or substitute approved investment options in the future. This requirement limits your choice of subaccounts, one-year fixed account and GPAs (if available) to the investment options you have selected. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the one-year fixed account that are available under the contract to contract owners who do not elect the rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.”) You may allocate purchase payments to the DCA fixed account, when available, and we will make monthly transfers into the investment option you have chosen. You may make two elective investment option changes per contract year; we reserve the right to limit elective investment option changes if required to comply with the written instructions of a fund (see “Market Timing”).

The following provisions apply to contracts invested in a Portfolio Navigator fund:

- You can allocate your contract value to any available Portfolio Navigator fund during the following times: (1) prior to your first withdrawal and (2) following a benefit reset due to an investment option change as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your investment option to any available investment option.
- Immediately following a withdrawal your contract value will be reallocated to the target investment option as shown in your contract if your current investment option is more aggressive than the target investment option. If you are in a static model portfolio, this reallocation will be made to the applicable fund of funds investment option. This automatic reallocation is not included in the total number of allowed investment option changes per contract year. The target investment option classification is currently the Moderate investment option. We reserve the right to change the target investment option to an investment option that is more aggressive than the current target investment option after 30 days written notice.
- After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option or any investment option that is more conservative than the target investment option without a benefit reset as described below. If you are in a withdrawal phase and you choose to allocate your contract value to an investment option that is more aggressive than the target investment option, you will be in the accumulation phase again. If this is done after the waiting period, your rider benefit will be reset as follows:
  - (a) the total GBA will be reset to the contract value, if your contract value is less; and
  - (b) the total RBA will be reset to the contract value, if your contract value is less; and
  - (c) the ALP, if established, will be reset to your current ALP Percentage (either 6% or 5% as described under “GBP Percentage and ALP Percentage” heading below) times the contract value, if this amount is less than the current ALP; and
  - (d) the GBP will be recalculated as described below, based on the reset GBA and RBA; and
  - (e) the RBP will be recalculated as the reset GBP less all prior withdrawals taken during the current contract year, but not less than zero; and
  - (f) the RALP will be recalculated as the reset ALP less all prior withdrawals taken during the current contract year, but not less than zero; and
  - (g) the WAB will be reset as follows:
    - ¶ the ALP has not been established, the WAB will be equal to the reset GBA.
    - ¶ the ALP has been established, the WAB will be equal to the reset ALP, divided by the current ALP Percentage; and
  - (h) the ELB, if greater than zero, will be reset to the contract value, if your contract value is less.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **Non-Cancelable:** Once elected, the *SecureSource 20* rider may not be cancelled (except as provided under “Rider Termination” heading below) and the fee will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below).

Dissolution of marriage does not terminate the *SecureSource 20 – Joint Life* rider and will not reduce the fee we charge for this rider. The benefit under the *SecureSource 20 – Joint Life* rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural ownership). The rider will terminate at the death of the contract owner (or annuitant in the case of nonnatural ownership) because the original covered spouse will be unable to elect the spousal continuation provision of the contract (see “Joint Life only: Covered Spouses” below).
- **Joint Life: Limitations on Contract Owners, Annuitants and Beneficiaries:** Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal option to continue the contract upon the owner’s death provision, only ownership arrangements that permit such continuation are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary. The annuitant must also be an owner. You are responsible for establishing ownership arrangements that will allow for spousal continuation.

If you select the *SecureSource 20 – Joint Life* rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse can not utilize the spousal continuation provision of the contract when the death benefit is payable.
- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments (subject to state restrictions), which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see “Buying Your Contract —Purchase Payments”.
- **Interaction with Total Free Amount (FA) contract provision:** The FA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The FA may be greater than the RBP or RALP under this rider. Any amount you withdraw under the contract’s FA provision that

exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP. Also, any amount you withdraw during the waiting period will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Tax Considerations for Nonqualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see “Taxes — Nonqualified Annuities”). Withdrawals are taxable income to the extent of earnings. Withdrawals of earnings before age 59½ may also incur a 10% IRS early withdrawal penalty. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD during the waiting period and such withdrawals will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time. While the rider permits certain excess withdrawals to be taken after the waiting period for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. See Appendix E for additional information.
- **Treatment of non-spousal distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see “Taxes — Other — Spousal status” section of this prospectus.
- **Limitations on Tax-Sheltered Annuities (TSA)s:** Your right to take withdrawals is restricted if your contract is a TSA (see “TSA — Special Provisions”).

## BASIC BENEFIT DESCRIPTION

**The GBA and RBA are determined at the following times, subject to the maximum amount of \$5,000,000, calculated as described:**

- *At contract issue* — the GBA and RBA are equal to the initial purchase payment.
- *When you make additional purchase payments* — If a withdrawal is taken during the waiting period, the GBA and RBA will not change when a subsequent purchase payment is made during the waiting period. Prior to any withdrawal during the waiting period and after the waiting period, each additional purchase payment will have its own GBA and RBA established equal to the amount of the purchase payment.
- *At step up* — (see “Annual Step Up” heading below).
- *At spousal continuation* — (see “Spousal Option to Continue the Contract upon Owner’s Death” heading below).
- *When an individual RBA is reduced to zero* — the GBA that is associated with that RBA will also be set to zero.
- *When you take a withdrawal during the waiting period* — the total GBA and total RBA will be set equal to zero until the end of the waiting period.
- *When you take a withdrawal after the waiting period and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the total RBA is reduced by the amount of the withdrawal and the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment’s GBA remain unchanged, and each payment’s RBA is reduced in proportion to its RBP.
  - (b) *greater than the total RBP* — **excess withdrawal processing will be applied to the GBA and RBA.**
- *On the rider anniversary at the end of the waiting period* — If the first withdrawal is taken during the waiting period and you did not decline a rider fee increase, the total GBA and the total RBA will be reset to the contract value. If the first withdrawal is taken during the waiting period and you decline a rider fee increase, the total GBA and the total RBA will be reset to the lesser of (1) the GBA at the time of the first withdrawal, plus any additional purchase payments since the time of the first withdrawal, minus all withdrawals, or (2) the contract value.
- *Upon certain changes to your PN program investment options under the PN program as described under “Use of Portfolio Navigator Program Required,” above.*

## **GBA EXCESS WITHDRAWAL PROCESSING**

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment's GBA after the withdrawal will be reset to equal that payment's RBA after the withdrawal plus (a) times (b), where:

- (a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and
- (b) is each payment's GBA before the withdrawal less that payment's RBA after the withdrawal.

## **RBA EXCESS WITHDRAWAL PROCESSING**

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment's RBA will be reset. The total RBA will be reset according to the excess withdrawal processing described above. Each payment's RBA will be reset in the following manner:

1. The withdrawal amount up to the total RBP is taken out of each RBA bucket in proportion to its individual RBP at the time of the withdrawal; and
2. The withdrawal amount above the total RBP and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

**GBP Percentage and ALP Percentage:** We use two percentages (6% and 5%) to calculate your GBP and ALP. The percentage used can vary as described below:

During the waiting period, 6% will be used to determine the amount payable to beneficiaries under the RBA Payout Option described below. After the waiting period, a comparison of your contract value and the WAB determines your GBP Percentage and ALP Percentage, unless the percentage is fixed as described below. On each valuation date, if the benefit determining percentage is less than the 20% adjustment threshold, then 6% is used in calculating your GBP and ALP; otherwise, 5% is used. Market volatility and returns, the deduction of fees and the 20% credit could impact your benefit determining percentage. The benefit determining percentage is calculated as follows but will not be less than zero:

### **1 — (a/b)**

**a** = contract value at the end of the prior valuation period

**b** = WAB at the end of the prior valuation period

When the first withdrawal in a contract year is taken, the GBP Percentage and ALP Percentage will be set and fixed for the remainder of that contract year. Beginning on the next rider anniversary, the GBP Percentage and ALP Percentage can change on each valuation date as described above until a withdrawal is taken in that contract year.

Under certain limited situations, your GBP Percentage and ALP Percentage will not vary each contract year. They will be set at the earliest of (1), (2) or (3) below and remain fixed for as long as the benefit is payable:

- (1) when the RBA Payout Option is elected, or
- (2) if the ALP is established, when your contract value on a rider anniversary is less than two times the ALP (for the purpose of this calculation only, the ALP is determined using 5%; the ALP Percentage used to determine your ALP going forward will be either 6% or 5%), or
- (3) when the contract value reduces to zero.

For certain periods of time at our discretion and on a non-discriminatory basis, your GBP Percentage and ALP Percentage may be set by us to 6% if more favorable to you.

**Withdrawal Adjustment Base (WAB):** One of the components used to determine GBP Percentage and ALP Percentage. The maximum WAB is \$5,000,000. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit,

## **The WAB is determined at the following times, calculated as described:**

- *At Rider Effective Date* — the WAB is set equal to the initial purchase payment.
- *When a subsequent purchase payment is made* — before a withdrawal is taken in the waiting period and at any time after the waiting period, the WAB will be increased by the amount of each additional purchase payment.
- *When a withdrawal is taken* — if the first withdrawal is taken during the waiting period, the WAB will be set equal to zero until the end of the waiting period.

Whenever a withdrawal is taken after the waiting period, the WAB will be reduced by the amount in (A) unless the withdrawal is an excess withdrawal for the lifetime benefit (or the basic benefit if the ALP is not established) when it will be set equal to the amount in (B).

(A) The WAB is reduced by an amount as calculated below:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount the contract value is reduced by the withdrawal
- b** = WAB on the date of (but prior to) the withdrawal
- c** = the contract value on the date of (but prior to) the withdrawal.

(B) If the ALP is not established and the current withdrawal exceeds the RBP, the WAB will be reset to the GBA immediately following excess withdrawal processing.

If the ALP is established and the current withdrawal exceeds the RALP, the WAB will be reset to the ALP divided by the current ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above). In this calculation, we use the ALP immediately following excess withdrawal processing.

- *On rider anniversaries* — unless you decline a rider fee increase, the WAB will be increased to the contract value on each rider anniversary, if the contract value is greater, except as follows:
  - (A) If a withdrawal is taken during the waiting period, the WAB will be increased to the contract value on each rider anniversary beginning at the end of the waiting period, if the contract value is greater.
  - (B) If you decline a rider fee increase and a withdrawal is taken during the waiting period, the WAB will be reset to the lesser of (1) the GBA at the time of the first withdrawal, plus any additional purchase payments since the time of the first withdrawal, minus all withdrawals, or (2) the contract value.
- *Upon certain changes to your PN program investment option as described under “Use of Portfolio Navigator Program Required,” above.*
- *On the later of the third rider anniversary or the rider anniversary when the ALP is established* — unless you decline a rider fee increase, if the ELB is greater than zero, the WAB will be increased by an amount as calculated below, but not less than zero.
  - (A) The ELB, minus
  - (B) the greater of:
    - i) your contract value, or
    - ii) the ALP before the ELB is applied, divided by the ALP Percentage (if the ALP is established) or the total RBA (if the ALP is established on the third rider anniversary).

**Guaranteed Benefit Payment (GBP):** At any time, the amount available for withdrawal in each contract year after the waiting period, until the RBA is reduced to zero, under the basic benefit. After the waiting period the annual withdrawal amount guaranteed under the rider can vary each contract year. At any point in time, each payment’s GBP is the lesser of (a) and (b) where (a) is the GBA for that payment multiplied by the current GBP percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above) and (b) is the RBA for that payment. The total GBP is the sum of the GBPs for each purchase payment.

**Remaining Benefit Payment (RBP):** The amount available for withdrawal for the remainder of the contract year under the basic benefit. At any point in time, the total RBP is the sum of the RBPs for each purchase payment.

**The RBP is determined at the following times, calculated as described:**

- *During the waiting period* — the RBP will be zero.
- *At the beginning of any contract year after the waiting period and when the GBP Percentage changes* — the RBP for each purchase payment is set equal to that purchase payment’s GBP.
- *When you make additional purchase payments after the waiting period* — each additional purchase payment has its own RBP equal to the purchase payment, multiplied by the GBP Percentage.
- *At step up* — (see “Annual Step Up” heading below).
- *At spousal continuation* — (see “Spousal Option to Continue the Contract upon Owner’s Death” heading below).
- *When you make any withdrawal after the waiting period* — the total RBP is reset to equal the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero. If there have been multiple purchase payments, each payment’s RBP is reduced proportionately. **If you withdraw an amount greater than the RBP, GBA excess withdrawal processing and RBA excess withdrawal processing are applied** and the amount available for future withdrawals for the remainder of the contract’s life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

## LIFETIME BENEFIT DESCRIPTION

**Single Life only: Covered Person:** The person whose life is used to determine when the ALP is established, and the duration of the ALP payments (see “Annual Lifetime Payment (ALP)” heading below). The covered person is the oldest contract owner or annuitant. If the owner is a nonnatural person, i.e., a trust or corporation, the covered person is the oldest annuitant.

**Joint Life only: Covered Spouses:** The contract owner and his or her legally married spouse as defined under federal law, as named on the application for as long as the marriage is valid and in effect. If the contract owner is a nonnatural person (e.g., a trust), the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the ALP is established, and the duration of the ALP payments (see “Annual Lifetime Payment (ALP)” heading below). The covered spouses are established on the rider effective date and cannot be changed.

### Annual Lifetime Payment Attained Age (ALPAA):

- **Single Life:** The covered person’s age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 65.
- **Joint Life:** The age of the younger covered spouse at which time the lifetime benefit is established.

**Annual Lifetime Payment (ALP):** The ALP is the lifetime benefit amount available for withdrawals in each contract year after the waiting period until the later of:

- **Single Life:** death; or
- **Joint Life:** death of the last surviving covered spouse; or
- the RBA is reduced to zero.

The maximum ALP is \$300,000. Prior to establishment of the ALP, the lifetime benefit is not in effect and the ALP is zero.

### The ALP is determined at the following times:

- **Single Life:** Initially the ALP is established on the earliest of the following dates:
  - (a) the rider effective date if the covered person has already reached age 65.
  - (b) the rider anniversary following the date the covered person reaches age 65,
    - if during the waiting period and no prior withdrawal has been taken; or
    - if after the waiting period.
  - (c) the rider anniversary following the end of the waiting period if the covered person is age 65 before the end of the waiting period and a prior withdrawal had been taken.

If the ALP is established prior to the third rider anniversary, the ALP is set equal to the total RBA multiplied by the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above). If the ALP is established on or following the third rider anniversary, the ALP is set equal to the ALP Percentage multiplied by the greater of the ELB or the total RBA.

- **Joint Life:** Initially the ALP is established on the earliest of the following dates:
  - (a) the rider effective date if the younger covered spouse has already reached age 65.
  - (b) the rider anniversary on/following the date the younger covered spouse reaches age 65.
  - (c) upon the first death of a covered spouse, then
    - (1) the date we receive written request when the death benefit is not payable and the surviving covered spouse has already reached age 65; or
    - (2) the date spousal continuation is effective when the death benefit is payable and the surviving covered spouse has already reached age 65; or
    - (3) the rider anniversary on/following the date the surviving covered spouse reaches age 65.
  - (d) Following dissolution of marriage of the covered spouses,
    - (1) the date we receive written request if the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) has already reached age 65; or
    - (2) the rider anniversary on/following the date the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) reaches age 65.

For (b), (c) and (d) above, if the date described occurs during the waiting period and a prior withdrawal had been taken, we use the rider anniversary following the end of the waiting period to establish the ALP.

If the ALP is established prior to the third rider anniversary, the ALP is set equal to the total RBA multiplied by the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above). If the ALP is established on or following the third rider anniversary, the ALP is set equal to the ALP Percentage multiplied by the greater of the ELB or the total RBA.

- *Whenever the ALP Percentage changes* —
    - (a) If the ALP Percentage is changing from 6% to 5%, the ALP is reset to the ALP multiplied by 5%, divided by 6%.
    - (b) If the ALP Percentage is changing from 5% to 6%, the ALP is reset to the ALP multiplied by 6%, divided by 5%.
  - *When you make an additional purchase payment* — Before a withdrawal is taken in the waiting period and at any time after the waiting period, each additional purchase payment increases the ALP by the amount of the purchase payment, multiplied by the ALP Percentage.
  - *When you make a withdrawal:*
    - (a) During the waiting period, the ALP, if established, will be set equal to zero until the end of the waiting period.
    - (b) After the waiting period, if the amount withdrawn is:
      - (i) less than or equal to the RALP, the ALP is unchanged.
      - (ii) greater than the RALP, ALP excess withdrawal processing will occur.
- If you withdraw less than the ALP in a contract year, there is no carry over to the next contract year.
- *On the rider anniversary at the end of the waiting period* — If you took a withdrawal during the waiting period, the ALP is set equal to the contract value multiplied by the ALP Percentage if the covered person (Joint Life: younger covered spouse) has reached age 65.
  - *At step ups* — (see “Annual Step Up” heading below).
  - *At spousal continuation* — (see “Spousal Option to Continue the Contract upon Owner’s Death” heading below).
  - *Upon certain changes to your PN program investment option under the PN program as described under “Use of Portfolio Navigator Program Required,” above.*

## **20% Rider Credit**

If you do not make a withdrawal during the first three rider years and you don’t decline a rider fee increase, then a 20% rider credit may increase your ALP. This credit is 20% of purchase payments received in the first 180 days that the rider is in effect and is used to establish the enhanced lifetime base. The enhanced lifetime base is an amount that may be used to increase the ALP. The 20% rider credit does not increase the basic benefit or the contract value. Because step ups may increase your ALP, they may reduce or eliminate any benefit of the 20% rider credit.

## **Enhanced Lifetime Base (ELB)**

The enhanced lifetime base will be established initially on the third rider anniversary. If you do not decline a rider fee increase and you do not make a withdrawal during the first three rider years, then the enhanced lifetime base will be the sum of all purchase payments received during the first three rider years plus the 20% rider credit. If you make a withdrawal during the first three rider years or decline a rider fee increase, then the 20% rider credit does not apply and the enhanced lifetime base will be established as zero and will always be zero.

The maximum enhanced lifetime base at any time is \$5,000,000.

If the enhanced lifetime base is greater than zero, then it will:

- increase by the amount of any purchase payments received on or after the third rider anniversary.
- be reduced by any withdrawal in the same proportion as the withdrawal reduces the RBA and, if the withdrawal exceeds the RBP, it will then be set to the lesser of this reduced value and the contract value immediately following the withdrawal.
- be set to the contract value (if your contract value is less), if you choose an asset allocation model that is more aggressive than the target model while you are in the withdrawal phase.

If any of the following events occur, then the enhanced lifetime base will be established as or reset to zero and will always be zero:

- The total RBA is reduced to zero.
- You decline a rider fee increase.

The enhanced lifetime base is an amount that may be used to increase the ALP and cannot be withdrawn, annuitized or payable as a death benefit.

### **Increase in ALP because of the Enhanced Lifetime Base**

If the ALP is already established, on the third rider anniversary, the ALP will be increased to equal the enhanced lifetime base multiplied by the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above), if this amount is greater than the current ALP. Thereafter, the enhanced lifetime base will always be zero.

### **ALP EXCESS WITHDRAWAL PROCESSING**

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above) multiplied by the contract value immediately following the withdrawal.

**Remaining Annual Lifetime Payment (RALP):** The amount available for withdrawal for the remainder of the contract year under the lifetime benefit. Prior to establishment of the ALP, the lifetime benefit is not in effect and the RALP is zero.

#### **The RALP is determined at the following times:**

- *The RALP is established at the same time as the ALP, and:*
  - (a) *During the waiting period* — the RALP will be zero.
  - (b) *At any other time* — the RALP is established equal to the ALP less all prior withdrawals taken in the contract year but not less than zero.
- *At the beginning of each contract year after the waiting period and when the ALP Percentage changes* — the RALP is set equal to the ALP.
- *When you make additional purchase payments after the waiting period* — each additional purchase payment increases the RALP by the purchase payment, if applicable multiplied by the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above).
- *At step ups* — (see “Annual Step Up” headings below).
- *At spousal continuation* — (see “Spousal Option to Continue the Contract upon Owner’s Death” heading below).
- *When you make any withdrawal after the waiting period* — the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal but not less than zero. **If you withdraw an amount greater than the RALP, ALP excess withdrawal processing is applied** and may reduce the amount available for future withdrawals. When determining if a withdrawal will result in excess withdrawal processing, the applicable RALP will not yet reflect the amount of the current withdrawal.

### **OTHER PROVISIONS**

**Required Minimum Distributions (RMD):** If you are taking RMDs from your contract and your RMD calculated separately for your contract is greater than the RBP or the RALP on the most recent contract anniversary, the portion of your RMD that exceeds the benefit amount will not be subject to excess withdrawal processing provided that the following conditions are met:

- The withdrawal is after the waiting period;
- The RMD is for your contract alone;
- The RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- The RMD amount is otherwise based on the requirements of section 401(a) (9), related Code provisions and regulations thereunder that were in effect on the effective date of the rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing. Any withdrawal during the waiting period will reset the basic benefit and lifetime benefit at the end of the waiting period. After the waiting period, withdrawal amounts greater than the RALP or RBP that do not meet the conditions above will result in excess withdrawal processing. The amount in excess of the RBP and/or RALP that is not subject to excess withdrawal processing will be recalculated if the RALP and RBP change due to GBP Percentage and ALP Percentage changes. See Appendix E for additional information.

**Annual Step Up:** Beginning with the first contract anniversary, an increase of the benefit values may be available. A step up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn in a lump sum or paid upon death. Rather, a step up determines the current values of the GBA, RBA, GBP, RBP, ALP and RALP, and may extend the payment period or increase the allowable payment. If there have been multiple payments and the GBA increases due to the step up, the individual GBAs, RBAs, GBPs, and RBPs will be combined.

The annual step up may be available as described below, subject to the maximum GBA, RBA and ALP and subject to the following rules:

- You have not declined a rider fee increase.



- If you take any withdrawals during the waiting period the annual step up will not be available until the rider anniversary following the end of the waiting period.
- On any rider anniversary where your contract value is greater than the RBA or, your contract value multiplied by the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above) is greater than the ALP, if established, the annual step up will be applied to your contract on the rider anniversary.
- The ALP and RALP are not eligible for step ups until they are established. Prior to being established, the ALP and RALP values are both zero.
- Please note it is possible for the ALP to step up even if the RBA or GBA do not step up, and it is also possible for the RBA and GBA to step up even if the ALP does not step up.

The annual step up resets the GBA, RBA, GBP, RBP, ALP and RALP values as follows:

- The total RBA will be increased to the contract value (after charges are deducted) on the rider anniversary, if the contract value is greater.
- The total GBA will be increased to the contract value (after charges are deducted) on the rider anniversary, if the contract value is greater.
- The total GBP will be reset using the calculation as described above based on the increased GBA and RBA.
- The total RBP will be reset as follows:
  - (a) *During the waiting period, the RBP will not be affected by the step up.*
  - (b) *After the waiting period, the RBP will be reset to the increased GBP.*
- The ALP will be increased to the contract value (after charges are deducted) on the rider anniversary multiplied by the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above), if greater than the current ALP.
- The RALP will be reset as follows:
  - (a) *During the waiting period, the RALP will not be affected by the step up.*
  - (b) *After the waiting period, the RALP will be reset to the increased ALP.*

**Spousal Option to Continue the Contract upon Owner’s Death (Spousal Continuation):**

**Single Life:** If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the *SecureSource 20* — Single Life rider terminates.

**Joint Life:** If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the *SecureSource 20* — Joint Life rider also continues. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. The surviving covered spouse can name a new beneficiary; however, a new covered spouse cannot be added to the rider.

At the time of spousal continuation, a step-up may be available. If you decline a rider fee increase or the spousal continuation occurs during the waiting period and a withdrawal was taken, a step up is not available. All annual step-up rules (see “Annual Step-Up” heading above) also apply to the spousal continuation step-up except that a) the RBP will be calculated as the GBP after the step-up less all prior withdrawals taken during the current contract year, but not less than zero, and b) the RALP will be calculated as the ALP after the step-up less all prior withdrawals taken during the current contract year, but not less than zero. The spousal continuation step-up is processed on the valuation date spousal continuation is effective.

**Rules for Withdrawal Provision of Your Contract:** Minimum account values following a withdrawal no longer apply to your contract. For withdrawals, the withdrawal will be taken from the variable subaccounts, guarantee period accounts (where available), the one-year fixed account (if applicable) and the DCA fixed account in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be taken.

**If Contract Value Reduces to Zero:** If the contract value reduces to zero, you will be paid in the following scenarios:

- 1) The ALP has not yet been established, the total RBA is greater than zero and the contract value is reduced to zero as a result of fees or charges or a withdrawal that is less than or equal to the RBP. In this scenario, you can choose to:
  - (a) receive the remaining schedule of GBPs until the RBA equals zero; or
  - (b) **Single Life:** wait until the rider anniversary following the date the covered person reaches age 65, and then receive the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.
  - Joint Life:** wait until the rider anniversary following the date the younger covered spouse reaches age 65, and then receive the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- 2) The ALP has been established, the total RBA is greater than zero and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:
  - (a) the remaining schedule of GBPs until the RBA equals zero; or
  - (b) **Single Life:** the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.  
**Joint Life:** the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

- 3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.
- 4) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the:
  - **Single Life:** covered person;
  - **Joint Life:** last surviving covered spouse.

Under any of these scenarios:

- The annualized amounts will be paid to you in monthly installments. If the monthly payment is less than \$100, we have the right to change the frequency but no less frequent than annually;
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate;
- In determining the remaining schedule of GBPs, the current GBP is fixed for as long as payments are made.
- **Single Life:** The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero; and
- **Joint Life:** If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

The *SecureSource 20* rider and the contract will terminate under either of the following two scenarios:

- If the ALP is established and the RBA is zero, and if the contract value falls to zero as a result of a withdrawal that is greater than the RALP. This is full withdrawal of the contract value.
- If the ALP is not established and the RBA is zero, and if the contract value falls to zero as a result of fees, charges or a withdrawal.

#### **At Death:**

**Single Life:** If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the RBA payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract which terminates the rider.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person dies and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person is still alive and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the covered person or the RBA equals zero.
- If the covered person is still alive and the RBA equals zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the covered person.
- If the covered person dies and the RBA equals zero, the benefit terminates. No further payments will be made.

**Joint Life:** If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation provision of the contract and continue the contract as the new owner to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving covered spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the RBA payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract.

If the contract value equals zero at the first death of a covered spouse, the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero.

If the contract value equals zero at the death of the last surviving covered spouse, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA equals zero, the benefit terminates. No further payments will be made.

#### **Contract Ownership Change:**

**Single Life:** If allowed by state law, change of ownership is subject to our approval. If there is a change of ownership and the covered person remains the same, the rider continues with no change to any of the rider benefits. Effective May 1, 2016, joint ownership and joint annuitants are not allowed except for contracts issued in California. If there is a change of ownership and the covered person would be different, the rider terminates.

**Joint Life:** Ownership changes are only allowed between the covered spouses or their revocable trust(s) and are subject to our approval, if allowed by state law. No other ownership changes are allowed as long as the rider is in force.

**Remaining Benefit Amount (RBA) Payout Option:** Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the *SecureSource 20* rider after the waiting period.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid will not exceed the current total RBA at the time you begin this fixed annuity payout option. These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, we have the right to change the frequency, but no less frequently than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary (see “The Annuity Payout Period” and “Taxes”).

This option may not be available if the contract is issued to qualify under section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This annuity payout option may also be elected by the beneficiary when the death benefit is payable if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary’s life or life expectancy. Whenever multiple beneficiaries are designated under the contract, each such beneficiary’s share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

#### **RIDER TERMINATION**

The *SecureSource 20* rider cannot be terminated either by you or us except as follows:

1. **Single Life:** a change of ownership that would result in a different covered person will terminate the rider.
2. **Single Life:** After the death benefit is payable, continuation of the contract will terminate the rider.
3. **Joint Life:** After the death benefit is payable the rider will terminate if:
  - (a) any one other than a covered spouse continues the contract, or
  - (b) a covered spouse does not use the spousal continuation provision of the contract to continue the contract.
4. Annuity payouts under an annuity payout plan will terminate the rider.
5. You may terminate the rider if your annual rider fee after any fee increase is more than 0.25 percentage points higher than your fee before the increase (See “Charges — *SecureSource 20* rider fee”).
6. When the RBA and contract value is reduced to zero and either the withdrawal is taken when the ALP is not established or an excess withdrawal of the RALP is taken, the rider will terminate.
7. Termination of the contract for any reason will terminate the rider.
8. When a beneficiary elects an alternative payment plan which is an inherited IRA, the rider will terminate.

For an example, see Appendix D.

# Appendix O: *SecureSource Stages* Rider Disclosure

## **SECURESOURCE STAGES RIDERS**

This is an optional benefit that you can add to your contract for an additional charge. The benefit is intended to provide to you, after the waiting period, a specified withdrawal amount annually for life, even if your contract value is zero, subject to the terms and provisions described in this section. This benefit offers a credit feature to help in low or poor performing markets and a step up feature to lock in contract anniversary gains. The *SecureSource Stages* rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw income over your lifetime.

This benefit is intended for assets you plan to hold and let accumulate for at least three years. Your benefits under the rider can be reduced if any of the following occurs:

- If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time;
- If you take a withdrawal after the waiting period and if you withdraw more than the allowed withdrawal amount in a contract year, or you take withdrawals before the lifetime benefit is available;
- If you take a withdrawal and later choose to allocate your contract value to an investment option that is more aggressive than the target investment option.
- If the contract value is 20% or more below purchase payments increased by any step ups or rider credits and adjusted for withdrawals (see withdrawal adjustment base described below).

The *SecureSource Stages* rider guarantees that, regardless of investment performance, you may take withdrawals up to the lifetime benefit amount each contract year that the lifetime benefit is available. The lifetime benefit amount can vary based on your attained age and based on the relationship of your contract value to the withdrawal adjustment base. Each contract year after the waiting period, the percentage used to determine the benefit amount is set when the first withdrawal is taken and fixed for the remainder of that year.

At any time after the waiting period, as long as your total withdrawals during the current year do not exceed the lifetime benefit amount, you will not be assessed a surrender charge and no market value adjustment will be applied. If you withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. At any time, you may withdraw any amount up to your entire surrender value, subject to excess withdrawal processing under the rider.

Subject to conditions and limitations, the rider also guarantees that you or your beneficiary will get back purchase payments you have made, increased by annual step-ups, through withdrawals over time. Any amount we pay in excess of your contract value is subject to our financial strength and claims-paying ability.

Subject to conditions and limitations, the lifetime benefit amount can be increased if a rider credit is available or your contract value has increased on a rider anniversary. The principal back guarantee can also be increased if your contract value has increased on a rider anniversary.

## **AVAILABILITY**

There are two optional *SecureSource Stages* riders available under your contract:

- *SecureSource Stages* – Single Life
- *SecureSource Stages* – Joint Life

The information in this section applies to both *SecureSource Stages* riders, unless otherwise noted.

For the purpose of this rider, the term “withdrawal” has the same meaning as the term “surrender” in the contract or any other riders

The *SecureSource Stages* — Single Life rider covers one person. The *SecureSource Stages* — Joint Life Rider covers two spouses jointly who are named at contract issue. You may elect only the *SecureSource Stages* — Single Life rider or the *SecureSource Stages* — Joint Life rider, not both, and you may not switch riders later. You must elect the rider when you purchase your contract. The rider effective date will be the contract issue date.

The *SecureSource Stages* rider is an optional benefit that you may select, if approved in your state, for an additional annual charge if you purchase your contract on or after Nov. 30, 2009; and

- **Single Life:** you are 80 or younger on the date the contract is issued; or
- **Joint Life:** you and your spouse are 80 or younger on the date the contract is issued.

The *SecureSource Stages* riders are not available under an inherited qualified annuity.

The *SecureSource Stages* rider guarantees that after the waiting period, regardless of the investment performance of your contract, you will be able to withdraw up to a certain amount each year from the contract before the annuitization start date until:

- **Single Life:** death (see “At Death” heading below).
- **Joint Life:** the death of the last surviving covered spouse (see “Joint Life only: Covered Spouses” and “At Death” headings below).

## KEY TERMS

The key terms associated with the *SecureSource Stages* rider are:

**Age Bands:** Each age band is associated with a set of lifetime payment percentages. The covered person (Joint Life: the younger covered spouse) must be at least the youngest age shown in the first age band for the annual lifetime payment to be established. After the annual lifetime payment is established, other factors determine when you move to a higher age band.

**Annual Lifetime Payment (ALP):** the lifetime benefit amount available each contract year after the waiting period and after the covered person (**Joint Life:** the younger covered spouse) has reached the youngest age in the first age band. When the ALP is available, the annual withdrawal amount guaranteed by the rider can vary each contract year.

**Annual Step-Up:** an increase in the benefit base or the principal back guarantee and a possible increase in the lifetime payment percentage that is available each rider anniversary if your contract value increases, subject to certain conditions.

**Benefit Base (BB):** used to calculate the annual lifetime payment and the annual rider charge. The BB cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

**Credit Base (CB):** used to calculate the rider credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

**Excess Withdrawal:** (1) a withdrawal taken after the waiting period and before the annual lifetime payment is established, or (2) a withdrawal that is greater than the remaining annual lifetime payment when the annual lifetime payment is available.

**Excess Withdrawal Processing:** after the waiting period, a reduction in benefits if a withdrawal is taken before the annual lifetime payment is established or if a withdrawal exceeds the remaining annual lifetime payment.

**Lifetime Payment Percentage:** used to calculate your annual lifetime payment. Two percentages (“percentage A” and “percentage B”) are used for each age band.

**Principal Back Guarantee (PBG):** a guarantee that total withdrawals will not be less than purchase payments you have made, increased by annual step-ups, as long as there is no excess withdrawal or benefit reset.

**Remaining Annual Lifetime Payment (RALP):** as you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. Whenever the annual lifetime payment is available, the RALP is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

**Rider Credit:** an amount that can be added to the benefit base on each of the first ten rider anniversaries, based on a rider credit percentage of 8% in year one and 6% for years two through ten, as long as no withdrawals have been taken since the rider effective date and you do not decline any annual rider fee increase. Investment performance and withdrawals in the waiting period may reduce or eliminate the benefit of any rider credits. Rider credits may result in higher rider charges that may exceed the benefit from the credits.

**Waiting Period:** the period of time before you can take a withdrawal without affecting benefits under the rider. The waiting period starts on the rider effective date and ends on the day prior to the third rider anniversary.

**Withdrawal:** the amount by which your contract value is reduced as a result of any withdrawal request. It may differ from the amount of your request due to any surrender charge and any market value adjustment.

**Withdrawal Adjustment Base (WAB):** one of the components used to determine the lifetime payment percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

## IMPORTANT SECURESOURCE STAGES RIDER CONSIDERATIONS

You should consider whether a *SecureSource Stages* rider is appropriate for you taking into account the following considerations:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Benefit Limitations:** The lifetime benefit is subject to certain limitations, including but not limited to:
  - Single Life:** Once the contract value equals zero, payments are made for as long as the covered person is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the first death of any owner even if the covered person is still living (see “At Death” heading below). This possibility may present itself when there are multiple contract owners — when one of the contract owners dies the lifetime benefit terminates even though other contract owners are still living.
  - Joint Life:** Once the contract value equals zero, payments are made for as long as either covered spouse is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the death of the last surviving covered spouse (see “At Death” heading below).
- **Withdrawals:** Please consider carefully when you start taking withdrawals from this rider. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be reestablished based on your contract value at that time. Although your benefits will be set to zero until the end of waiting period, we will deduct rider fees, based on the anniversary contract value for the remainder of the waiting period. Any withdrawal request within the 3-year waiting period must be submitted in writing. In addition, any withdrawals in the first 10 years will terminate the rider credits. Also, after the waiting period if you withdraw more than the allowed withdrawal amount in a contract year or take withdrawals before the lifetime benefit is available (“excess withdrawal”), the guaranteed amounts under the rider may be reduced.
- **Investment Allocation Restrictions:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds” section.) We reserve the right to add, remove or substitute approved investment options in the future. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts, GPAs or the regular fixed account that are available under the contract to contract owners who do not elect the rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.”) You may allocate purchase payments to the Special DCA fixed account, when available, and we will make monthly transfers into the investment option you have chosen. You may make two elective investment option changes per contract year; we reserve the right to limit elective investment option changes if required to comply with the written instructions of a fund (see “Market Timing”).

The following provisions apply to contracts invested in a Portfolio Navigator fund:

- You can allocate your contract value to any available Portfolio Navigator fund during the following times: (1) prior to your first withdrawal and (2) following a benefit reset due to an investment option change as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your investment option to any available investment option.
- Immediately following a withdrawal your contract value will be reallocated to the target investment option as shown in your contract if your current investment option is more aggressive than the target investment option. If you are in a static model portfolio, this reallocation will be made to the applicable fund of funds investment option. This automatic reallocation is not included in the total number of allowed model portfolio changes per contract year. The target investment option is currently the Moderate investment option. We reserve the right to change the target investment option to an investment option that is more aggressive than the target investment option after 30 days written notice.
- After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option or any investment option that is more conservative than the target investment option without a benefit reset as described below. If you are in a withdrawal phase and you choose to allocate your contract value to an investment option that is more aggressive than the target or investment option, you will be in the accumulation phase again. If this is done after the waiting period, your rider benefit will be reset as follows: the BB, PBG and WAB will be reset to the contract value, if less than their current amount; and the ALP and RALP, if available, will be recalculated.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **Non-Cancelable:** Once elected, the *SecureSource Stages* rider may not be cancelled (except as provided under “Rider Termination” heading below) and the fee will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below).

Dissolution of marriage does not terminate the *SecureSource Stages* — Joint Life rider and will not reduce the fee we charge for this rider. The benefit under the *SecureSource Stages* — Joint Life rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural or revocable trust ownership). The rider will terminate at the death of the contract owner because the original covered spouse will be unable to elect the spousal continuation provision of the contract (see “Joint Life only: Covered Spouses” below).

- **Joint Life:** Limitations on Contract Owners, Annuitants and Beneficiaries: Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal option to continue the contract upon the owner's death provision, only ownership arrangements that permit such continuation are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary.

You are responsible for establishing ownership arrangements that will allow for spousal continuation.

If you select the *SecureSource Stages* — Joint Life rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse cannot utilize the spousal continuation provision of the contract when the death benefit is payable.

- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments (subject to state restrictions), which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see "Buying Your Contract —Purchase Payments".
- **Interaction with Total Free Amount (FA) contract provision:** The FA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see "Charges — Surrender Charge"). The FA may be greater than the remaining annual lifetime payment under this rider. Any amount you withdraw under the contract's FA provision that exceeds the remaining annual lifetime payment is subject to the excess withdrawal processing described below. Also, any amount you withdraw during the waiting period will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Tax Considerations for Nonqualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see "Taxes — Nonqualified Annuities"). Withdrawals are taxable income to the extent of earnings. Withdrawal of earnings before age 59½ may also incur a 10% IRS early withdrawal penalty. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see "Taxes — Qualified Annuities — Required Minimum Distributions"). If you have a qualified annuity, you may need to take an RMD during the waiting period and such withdrawals will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time. While the rider permits certain excess withdrawals to be taken after the waiting period for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. See Appendix E for additional information.
- **Treatment of non-spousal distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see "Taxes — Other — Spousal status" section of this prospectus.
- **Limitations on Tax-Sheltered Annuities (TSAs):** Your right to take withdrawals is restricted if your contract is a TSA (see "TSA — Special Provisions").

## LIFETIME BENEFIT DESCRIPTION

**Single Life only: Covered Person:** the person whose life is used to determine when the annual lifetime payment is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered person is the oldest contract owner. If any owner is a nonnatural person (e.g., an irrevocable trust or corporation) or a revocable trust, the covered person is the oldest annuitant.

**Joint Life only: Covered Spouses:** the contract owner and his or her legally married spouse as defined under federal law, as named on the application for as long as the marriage is valid and in effect. If any contract owner is a nonnatural person (e.g., an irrevocable trust or corporation) or a revocable trust, the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the annual lifetime payment is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered spouses are established on the rider effective date and cannot be changed.

**Annual Lifetime Payment (ALP):** the lifetime benefit amount available each contract year after the waiting period and after the covered person (**Joint Life:** younger covered spouses) has reached age 50. When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the lifetime payment percentage. Anytime the lifetime

payment percentage or BB changes as described below, the ALP will be recalculated. When the ALP is available, the first withdrawal taken in each contract year will set and fix the lifetime payment percentage for the remainder of the contract year.

If you withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

**Single Life:** The ALP is established on the later of the rider effective date if the covered person has reached age 50, or the date the covered person's attained age equals age 50. The ALP will be available on later of the rider anniversary after the waiting period, or the date the covered person's attained age equals age 50.

**Joint Life:** The ALP is established on the earliest of the following dates:

- The rider effective date if the younger covered spouse has already reached age 50.
- The date the younger covered spouse's attained age equals age 50.
- Upon the first death of a covered spouse, then either: (a) the date we receive a written request when the death benefit is not payable and the surviving covered spouse has already reached age 50, (b) the date spousal continuation is effective when the death benefit is payable and the surviving covered spouse has already reached age 50, or (c) the date the surviving covered spouse reaches age 50.
- Following dissolution of marriage of the covered spouses, then either (a) the date we receive a written request if the remaining covered spouse who is the owner (or annuitant in the case of nonnatural or revocable trust ownership) has already reached age 50, or (b) the date the remaining covered spouse who is the owner (or annuitant in the case of nonnatural or revocable trust ownership) reaches age 50.

The ALP will be available on later of the rider anniversary after the waiting period, or the date the ALP is established.

**Remaining Annual Lifetime Payment (RALP):** the remaining annual lifetime payment guaranteed for withdrawal after any withdrawals are made. The RALP is established at the same time as the ALP. The RALP will be zero during the waiting period. After the waiting period, the RALP equals the ALP less all withdrawals in the current contract year, but it will not be less than zero.

**Lifetime Payment Percentage:** used to calculate the annual lifetime payment. Two percentages are used for a given age band, percentage A or percentage B, depending on the factors described below.

For ages:

- 50-58, percentage A is 4% and percentage B is 3%.
- 59-64, percentage A is 5% and percentage B is 4%.
- 65-79, percentage A is 6% and percentage B is 5%.
- 80 and older, percentage A is 7% and percentage B is 6%.

The age band for the lifetime payment percentage is determined at the following times:

- When the ALP is established: The age band for the lifetime payment percentage used to calculate the initial ALP is the percentage for the covered person's attained age (**Joint Life:** younger covered spouses attained age).
- On the covered person's subsequent birthdays (**Joint Life:** younger covered spouses subsequent birthdays): Except as noted below, if the covered person's new attained age (**Joint Life:** younger covered spouses attained age) is in a higher age band, then the higher age band will be used to determine the appropriate lifetime payment percentage. (However, if you decline any annual rider fee increase or if a withdrawal has been taken since the ALP was made available, then the lifetime payment percentage will not change on subsequent birthdays.)
- Upon annual step-ups (see "Annual step ups" below).
- For the Joint life rider, upon death or change in marital status: In the event of death or dissolution of marriage: (A) If no withdrawal has been taken since the ALP was available and no annual rider fee increase has been declined, the lifetime payment percentage will be reset based on the Age Band for the remaining covered spouse's attained age. (B) If the ALP is not established but the remaining covered spouse has reached the youngest age in the first Age Band, the remaining covered spouse's attained age will be used to determine the age band for the lifetime payment percentage. In the event of remarriage of the covered spouses to each other, the lifetime payment percentage used is the percentage for the younger covered spouse's attained age.

The following determines whether Percentage A or Percentage B is used for each applicable age band:

During the waiting period, percentage A will be used to determine the amount payable to beneficiaries under the principal back guarantee (PBG).

After the waiting period, a comparison of your contract value and the withdrawal adjustment base (WAB) determines whether percentage A or percentage B is used to calculate the ALP unless the percentage is fixed as described below.



On each valuation date, if the benefit determining percentage is less than the 20% adjustment threshold, then percentage A is used in calculating your ALP, otherwise percentage B is used. The benefit determining percentage is calculated as follows, but it will not be less than zero:

**1– (a/b)** where:

- a** = Contract value at the end of the prior valuation period
- b** = WAB at the end of the prior valuation period

After the ALP is available, the first withdrawal taken in each contract year will set and fix the lifetime payment percentage for the remainder of the contract year. Beginning on the next rider anniversary, the lifetime payment percentage can change on each valuation day as described above until a withdrawal is taken in that contract year.

Under certain limited situations, your Lifetime Payment Percentage will not vary each contract year. Percentage A or percentage B will be determined at the earliest of (1), (2) or (3) below and remain fixed for as long as the benefit is payable:

- if the ALP is established, when your contract value on a rider anniversary is less than two times the benefit base (BB) multiplied by percentage B for your current age band, or
- when the contract value reduces to zero, or
- on the date of death (**Joint Life:** remaining covered spouse's date of death) when a death benefit is payable.

For certain periods of time at our discretion and on a non-discriminatory basis, your lifetime payment percentage may be set by us to percentage A if more favorable to you.

**Determination of Adjustments of Benefit Values:** Your lifetime benefit values and principal back guarantee (PBG) are determined at the following times and are subject to a maximum benefit base (BB), credit base (CB), withdrawal adjustment base (WAB) and PBG amount of \$10 million each:

- On the contract date: The WAB, CB, BB and PBG are set equal to the initial purchase payment.
- When an additional purchase payment is made: Before a withdrawal is taken in the waiting period and at any time after the waiting period, the WAB, CB (unless it has been permanently set to zero), BB and PBG will be increased by the amount of each additional purchase payment.
- When a withdrawal is taken: If the CB is greater than zero, the CB will be permanently reset to zero when the first withdrawal is taken, and there will be no additional rider credits. If the first withdrawal is taken during the waiting period, the WAB, BB and PBG will be set equal to zero until the end of the waiting period.
- Whenever a withdrawal is taken after the waiting period:
  - (a) the WAB will be reduced by the “adjustment for withdrawal,” as defined below.
  - (b) if the ALP is established and the withdrawal is less than or equal to the RALP, the BB does not change and the PBG is reduced by the amount of the withdrawal, but it will not be less than zero.
  - (c) if the ALP is not established, excess withdrawal processing will occur as follows. The BB will be reduced by the “adjustment for withdrawal,” and the PBG will be reduced by the greater of the amount of the withdrawal or the “adjustment for withdrawal,” but it will not be less than zero.
  - (d) If the ALP is established and the withdrawal is greater than the RALP, excess withdrawal processing will occur as follows:
    - The PBG will be reset to the lesser of:
      - (i) the PBG reduced by the amount of the withdrawal, but it will not be less than zero; or
      - (ii) the PBG minus the RALP on the date of (but prior to) the withdrawal and further reduced by an amount calculated as follows, but it will not be less than zero:

$$\frac{a \times b}{c} \text{ where:}$$

- a** = the amount of the withdrawal minus the RALP
- b** = the PBG minus the RALP on the date of (but prior to) the withdrawal
- c** = the contract value on the date of (but prior to) the withdrawal minus the RALP

The BB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \text{ where:}$$

**d** = the amount of the withdrawal minus the RALP

**e** = the BB on the date of (but prior to) the withdrawal

**f** = the contract value on the date of (but prior to) the withdrawal minus the RALP.

**Adjustment for Withdrawal Definition:** When the WAB, PBG or BB is reduced by a withdrawal in the same proportion as the contract value is reduced, the proportional amount deducted is the “adjustment for withdrawal.” The “adjustment for withdrawal” is calculated as follows:

$$\frac{g \times h}{i} \text{ where:}$$

**g** = the amount the contract value is reduced by the withdrawal

**h** = the WAB, BB or PBG (as applicable) on the date of (but prior to) the withdrawal

**i** = the contract value on the date of (but prior to) the withdrawal.

**Rider Anniversary Processing:** The following describes how the WAB, BB and PBG are calculated on rider anniversaries, subject to the maximum amount of \$10 million for each, and how the lifetime payment percentage can change on rider anniversaries.

- On the rider anniversary following the waiting period: If a withdrawal was taken during the waiting period and you did not decline any annual rider fee increase as described in the rider charges provision, the BB, WAB and PBG are reset to the contract value. If a withdrawal was taken during the waiting period and you declined any annual rider fee increase, the BB and PBG are reset to the lesser of (1) the BB or PBG (as applicable) at the time of the first withdrawal, plus any additional purchase payments since the time of the first withdrawal, minus all withdrawals, or (2) the contract value. The WAB will be reset to the BB.
- The WAB on rider anniversaries: Unless you decline any annual rider fee increase or take a withdrawal during the waiting period, the WAB (after any rider credit is added) will be increased to the contract value, if the contract value is greater. If a withdrawal was taken during the waiting period, the WAB will be increased to the contract value, if the contract value is greater, starting on the rider anniversary following the waiting period.

**Rider Credits:** If you did not take any withdrawals and you did not decline any annual rider fee increase, a rider credit may be available for the first ten rider anniversaries. On the first rider anniversary, the rider credit equals the credit base (CB) 180 days following the rider effective date multiplied by 8%. On any subsequent rider credit anniversaries, the rider credit equals the CB as of the prior rider anniversary multiplied by 6%. On the first rider anniversary the BB and WAB will be set to the greater of the current BB, or the BB 180 days following the contract date increased by the rider credit and any additional purchase payments since 180 days following the rider effective date. On any subsequent rider credit anniversaries the BB and WAB will be set to the greater of the current BB, or the BB on the prior rider anniversary increased by the rider credit and any additional purchase payments since the prior rider anniversary. If the CB is greater than zero, the CB will be permanently reset to zero on the 10th rider anniversary after any adjustment to the WAB and BB, and there will be no additional rider credits.

**Annual step ups:** Beginning with the first rider anniversary, an annual step-up may be available. If you take any withdrawals during the waiting period, the annual step-up will not be available until the 3rd rider anniversary. If you decline any annual rider fee increase, future annual step-ups will no longer be available.

The annual step-up will be executed on any rider anniversary where the contract value (after charges are deducted) is greater than the PBG or the BB after any rider credit is added. If an annual step-up is executed, the PBG, BB and lifetime payment percentage will be adjusted as follows: The PBG will be increased to the contract value, if the contract value is greater. The BB (after any rider credit is added) will be increased to the contract value, if the contract value is greater. If the covered person’s attained age (Joint Life: younger covered spouses attained age) on the rider anniversary is in a higher age band and (1) there is an increase to BB due to a step-up or (2) the BB is at the maximum of \$10,000,000 so there was no step-up of the BB, then the higher age band will be used to determine the appropriate lifetime payment percentage, regardless of any prior withdrawals.

## OTHER PROVISIONS

**Required Minimum Distributions (RMD):** If you are taking RMDs from your contract and your RMD calculated separately for your contract is greater than the remaining annual lifetime payment on the most recent contract anniversary, the portion of your RMD that exceeds the benefit amount will not be subject to excess withdrawal processing provided that the following conditions are met:

- The withdrawal is after the waiting period;

- The annual lifetime payment is available;
- The RMD is for your contract alone;
- The RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- The RMD amount is otherwise based on the requirements of section 401(a) (9), related Code provisions and regulations thereunder that were in effect on the contract date.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing. A withdrawal during the waiting period will reset the benefit base, the withdrawal adjustment base and the principal back guarantee to the contract value at the end of the waiting period. After the waiting period, a withdrawal taken before the annual lifetime payment is established or withdrawing amounts greater than the remaining annual lifetime payment that do not meet these conditions will result in excess withdrawal processing. The amount in excess of the RALP that is not subject to excess withdrawal processing will be recalculated if the ALP changes due to lifetime payment percentage changes. See Appendix E for additional information.

**Spousal Option to Continue the Contract upon Owner's Death (Spousal Continuation):**

**Single Life:** If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the *SecureSource Stages* — Single Life rider terminates.

**Joint Life:** If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the *SecureSource Stages* — Joint Life rider also continues. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate. The surviving covered spouse can name a new beneficiary; however, a new covered spouse cannot be added to the rider.

At the time of spousal continuation, a step-up may be available. If you decline a rider fee increase or the spousal continuation occurs during the waiting period and a withdrawal was taken, a step up is not available. All annual step-up rules (see "Rider Anniversary Processing — Annual Step-Up" heading above) also apply to the spousal continuation step-up. The WAB will be increased to the contract value if the contract value is greater. The spousal continuation step-up is processed on the valuation date spousal continuation is effective.

**Rules for Surrender:** Minimum account values following surrender no longer apply to your contract. For withdrawals, the withdrawal will be taken from all accounts and the variable subaccounts in the same proportion as your interest in each bears to the contract value. You cannot specify from which accounts the withdrawal is to be taken.

If your contract value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional rider credits. Also, the following will occur:

- If the ALP is not established and if the contract value is reduced to zero as a result of market performance, fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the covered person (**Joint Life:** both covered spouses).
- If the ALP is established and if the contract value is reduced to zero as a result of market performance, fees or charges, or as a result of a withdrawal that is less than or equal to the RALP, then the owner will receive the ALP paid annually until the death of the covered person (**Joint Life:** both covered spouses).

In either case above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
- We will no longer accept additional purchase payments.
- No more charges will be collected for the rider.
- The current ALP is fixed for as long as payments are made.
- The death benefit becomes the remaining schedule of annual lifetime payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the contract value falls to zero.
- The amount paid in the current contract year will be reduced for any prior withdrawals in that year.
- If the ALP is not established and if the contract value is reduced to zero as a result of a withdrawal taken before the ALP is established, this rider and the contract will terminate.
- If the ALP is established and if the contract value is reduced to zero as a result of a withdrawal that is greater than the RALP, this rider and the contract will terminate.

**At Death:**

**Single Life:** If the contract is jointly owned and an owner dies when the contract value is greater than zero, the lifetime benefit for the covered person will cease even if the covered person is still living or if the contract is continued under the spousal continuation option.

**Joint Life:** If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation option to continue the lifetime benefit. If spousal continuation is not available, the rider terminates. The lifetime benefit ends at the death of the surviving covered spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- elect to take the principal back guarantee available under this rider, or
- continue the contract and the *SecureSource Stages* rider under the spousal continuation option.

For single and joint life, the beneficiary may elect the principal back guarantee under this rider if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary's life or life expectancy. If elected, the following will occur:

- If the PBG is greater than zero and the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG on the date of death.
- If the PBG is greater than zero and the ALP is not established, the BB on the date of death multiplied by the lifetime payment percentage used for the youngest age of the covered spouses in the first age band shown on the contract data page will be paid annually until total payments to the beneficiary are equal to the PBG on the date of death.

In either of the above cases:

- After the date of death, there will be no additional rider credits or annual step-ups.
- The lifetime payment percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior withdrawals in that year.

On the date of death (**Joint Life:** remaining covered spouse's date of death), if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional rider credits.

If the PBG equals zero, the benefit terminates. No further payments are made.

**Contract Ownership Change:**

**Single Life:** If allowed by state law, change of ownership is subject to our approval. If there is a change of ownership and the covered person remains the same, the rider continues with no change to any of the rider benefits. Effective May 1, 2016, joint ownership and joint annuitants are not allowed except for contracts issued in California. If there is a change of ownership and the covered person would be different, the rider terminates.

**Joint Life:** Ownership changes are only allowed between the covered spouses or their revocable trust(s) and are subject to our approval, if allowed by state law. No other ownership changes are allowed as long as the rider is in force.

**Assignment:** If allowed by state law, an assignment is subject to our approval.

**Annuity Provisions:** You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the *SecureSource Stages* rider. Under the rider's payout option, the minimum amount payable shown in Table B, will not apply and you will receive the annual lifetime payment provided by this rider until the later of the death of the covered person (**Joint Life:** both covered spouses) or depletion of the principal back guarantee. If you choose to receive the ALP, the amount payable each year will be equal to the annual lifetime payment on the annuitization start date. The amount paid in the current contract year will be reduced for any prior withdrawals in that year. These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, we have the right to change the frequency, but no less frequently than annually. For more information on annuity payout plans, please see "The Annuity Payout Period - Annuity Payout Plans."

If you choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the annuitization start date except for the PBG.

**RIDER TERMINATION**

The *SecureSource Stages* rider cannot be terminated either by you or us except as follows:

- **Single Life:** a change of ownership that would result in a different covered person will terminate the rider.
- **Single Life:** after the death benefit is payable, the rider will terminate.
- **Single Life:** spousal continuation will terminate the rider.

- **Joint Life:** After the death benefit is payable the rider will terminate if anyone other than a covered spouse continues the contract. However, if the covered spouse continues the contract as an inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan, the rider will terminate.
- On the annuitization start date, the rider will terminate.
- You may terminate the rider if your annual rider fee would increase more than 0.25 percentage points (See “Charges — *SecureSource Stages* rider fee”)
- When the contract value is reduced to zero and either the withdrawal taken when the annual lifetime payment is not established or a withdrawal in excess of the remaining annual lifetime payment is taken, the rider will terminate.
- Termination of the contract for any reason will terminate the rider.

For an example, see Appendix D.

# Appendix P: Withdrawal Benefit Riders: Electing Step Up or Spousal Continuation Step Up

## Example — Withdrawal Benefit Riders: Electing Step Up or Spousal Continuation Step Up

### Assumptions:

This example assumes that the covered person (for joint life, younger covered spouse) is 65 or older and there are no additional purchase payments or withdrawals.

- You own a RiverSource variable annuity with a withdrawal benefit rider. You are currently invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2) (a Portfolio Navigator fund) with a current rider fee of 0.65%. Your Contract Value (CV) is \$100,000 and your withdrawal benefit rider currently provides the following benefits:
  - You can withdraw \$6,000 a year for the rest of your life. This is your Annual Lifetime Payment. Or
  - You can withdraw \$7,000 a year until you have withdrawn a total of \$100,000. This is your Guaranteed Benefit Payment.

Based on your current CV, you will pay a rider fee of approximately \$650 on your next annuity contract anniversary.

- The annual fee for this rider has increased to 0.95% for clients invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2).

The following compares certain options available to you. Changes to rider values or fees are presented for two different scenarios where your CV increases to either \$110,000 or \$101,000 over the contract year:

#### 1) Elect to lock in your contract gains to your benefit values (step up):

	CV of \$110,000	CV of \$101,000
Increase in Annual Lifetime Payment	\$600	\$60
Increase in Guaranteed Benefit Payment	\$700	\$70
Increase in Annual Rider Fee	0.30%	0.30%
Increase in Annual Contract Charge	\$330	\$303

Automatic step ups will continue on your next anniversary (if available under your rider).

#### 2) Do not elect to lock in your contract gains (no step up):

	CV of \$110,000	CV of \$101,000
Increase in Annual Lifetime Payment	\$0	\$0
Increase in Guaranteed Benefit Payment	\$0	\$0
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	\$65	\$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. On your next anniversary, you will again have the option to elect the step up (lock in contract gains)

#### 3) Move to one of the Portfolio Stabilizer funds and elect the step up:

	CV of \$110,000	CV of \$101,000
Increase in Annual Lifetime Payment	\$600	\$60
Increase in Guaranteed Benefit Payment	\$700	\$70
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	\$65	\$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. Automatic step ups will continue on your next anniversary (if available under your rider).

*The above example is for illustrative purposes only. The assumptions and calculations used are not intended to be consistent with any one rider, but instead are intended to provide an idea of how different scenarios would operate. Your specific rider may use different calculations for fees or have different benefits available. For a full description and rules applicable to step up options under your rider, please see the “Optional Living Benefits” section.*

*Electing to step up may result in different increases to the annual rider charge relative to the increase in your rider values. You should weigh the resulting increased charge due to the step up versus the increases to your benefits to determine the option that is best for you.*

## Appendix Q: Condensed Financial Information (Unaudited)

The following tables give per-unit information about the financial history of the subaccounts representing the lowest and highest total annual variable account expense combinations. The date in which operations commenced in each subaccount is noted in parentheses. The SAI contains tables that give per-unit information about the financial history of each existing subaccount. We have not provided this information for subaccounts (if any) that were not available under your contract as of Dec. 31, 2017. You may obtain a copy of the SAI without charge by contacting us at the telephone number or address listed on the first page of the prospectus.

### Variable account charges of 1.45% of the daily net assets of the variable account.

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>AB VPS Balanced Wealth Strategy Portfolio (Class B) (09/26/2008)</b>										
Accumulation unit value at beginning of period	\$1.45	\$1.41	\$1.42	\$1.34	\$1.17	\$1.05	\$1.10	\$1.01	\$0.82	\$1.00
Accumulation unit value at end of period	\$1.66	\$1.45	\$1.41	\$1.42	\$1.34	\$1.17	\$1.05	\$1.10	\$1.01	\$0.82
Number of accumulation units outstanding at end of period (000 omitted)	17	16	17	17	18	16	16	40	43	67
<b>AB VPS Global Thematic Growth Portfolio (Class B) (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.28	\$1.31	\$1.29	\$1.25	\$1.03	\$0.92	\$1.22	\$1.05	\$0.69	\$1.34
Accumulation unit value at end of period	\$1.71	\$1.28	\$1.31	\$1.29	\$1.25	\$1.03	\$0.92	\$1.22	\$1.05	\$0.69
Number of accumulation units outstanding at end of period (000 omitted)	29	34	39	41	47	90	114	144	126	108
<b>AB VPS Growth and Income Portfolio (Class B) (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$2.11	\$1.92	\$1.92	\$1.79	\$1.35	\$1.17	\$1.11	\$1.00	\$0.85	\$1.45
Accumulation unit value at end of period	\$2.46	\$2.11	\$1.92	\$1.92	\$1.79	\$1.35	\$1.17	\$1.11	\$1.00	\$0.85
Number of accumulation units outstanding at end of period (000 omitted)	39	41	42	83	95	159	183	201	201	210
<b>AB VPS International Value Portfolio (Class B) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.17	\$1.20	\$1.19	\$1.29	\$1.07	\$0.95	\$1.19	\$1.16	\$0.88	\$1.91
Accumulation unit value at end of period	\$1.45	\$1.17	\$1.20	\$1.19	\$1.29	\$1.07	\$0.95	\$1.19	\$1.16	\$0.88
Number of accumulation units outstanding at end of period (000 omitted)	325	448	512	715	918	1,503	1,866	1,831	6,541	7,308
<b>American Century VP Inflation Protection, Class II (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.32	\$1.28	\$1.33	\$1.31	\$1.45	\$1.37	\$1.24	\$1.20	\$1.10	\$1.14
Accumulation unit value at end of period	\$1.34	\$1.32	\$1.28	\$1.33	\$1.31	\$1.45	\$1.37	\$1.24	\$1.20	\$1.10
Number of accumulation units outstanding at end of period (000 omitted)	475	536	631	794	1,080	1,265	1,696	2,227	2,371	2,313
<b>American Century VP International, Class II (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.52	\$1.63	\$1.65	\$1.77	\$1.47	\$1.23	\$1.42	\$1.28	\$0.97	\$1.78
Accumulation unit value at end of period	\$1.96	\$1.52	\$1.63	\$1.65	\$1.77	\$1.47	\$1.23	\$1.42	\$1.28	\$0.97
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	1	1	8	10	10	25
<b>American Century VP Mid Cap Value, Class II (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.93	\$1.60	\$1.65	\$1.44	\$1.12	\$0.98	\$1.00	\$0.86	\$0.67	\$0.90
Accumulation unit value at end of period	\$2.12	\$1.93	\$1.60	\$1.65	\$1.44	\$1.12	\$0.98	\$1.00	\$0.86	\$0.67
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	53	53	—	—	—
<b>American Century VP Ultra<sup>®</sup>, Class II (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.85	\$1.80	\$1.72	\$1.59	\$1.18	\$1.05	\$1.06	\$0.92	\$0.70	\$1.21
Accumulation unit value at end of period	\$2.40	\$1.85	\$1.80	\$1.72	\$1.59	\$1.18	\$1.05	\$1.06	\$0.92	\$0.70
Number of accumulation units outstanding at end of period (000 omitted)	240	334	400	623	964	1,629	2,157	2,614	2,924	3,189
<b>American Century VP Value, Class II (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.12	\$1.78	\$1.89	\$1.70	\$1.31	\$1.16	\$1.17	\$1.05	\$0.89	\$1.23
Accumulation unit value at end of period	\$2.26	\$2.12	\$1.78	\$1.89	\$1.70	\$1.31	\$1.16	\$1.17	\$1.05	\$0.89
Number of accumulation units outstanding at end of period (000 omitted)	20	21	22	24	26	28	29	34	33	2
<b>ClearBridge Variable Small Cap Growth Portfolio – Class I (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.80	\$1.72	\$1.83	\$1.78	\$1.23	\$1.05	\$1.05	\$0.85	\$0.60	\$1.03
Accumulation unit value at end of period	\$2.20	\$1.80	\$1.72	\$1.83	\$1.78	\$1.23	\$1.05	\$1.05	\$0.85	\$0.60
Number of accumulation units outstanding at end of period (000 omitted)	12	13	14	22	23	53	55	—	—	—
<b>Columbia Variable Portfolio – Disciplined Core Fund (Class 3) (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$1.22	\$1.15	\$1.16	\$1.02	\$0.77	\$0.69	\$0.66	\$0.57	\$0.47	\$0.82
Accumulation unit value at end of period	\$1.50	\$1.22	\$1.15	\$1.16	\$1.02	\$0.77	\$0.69	\$0.66	\$0.57	\$0.47
Number of accumulation units outstanding at end of period (000 omitted)	613	870	1,001	1,182	1,522	2,453	2,709	3,592	4,017	4,256
<b>Columbia Variable Portfolio – Dividend Opportunity Fund (Class 3) (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$2.56	\$2.29	\$2.39	\$2.20	\$1.76	\$1.57	\$1.68	\$1.46	\$1.16	\$1.98
Accumulation unit value at end of period	\$2.88	\$2.56	\$2.29	\$2.39	\$2.20	\$1.76	\$1.57	\$1.68	\$1.46	\$1.16
Number of accumulation units outstanding at end of period (000 omitted)	442	550	651	877	1,292	2,074	2,844	3,253	15,601	12,449
<b>Columbia Variable Portfolio – Emerging Markets Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.05	\$1.98	\$2.21	\$2.29	\$2.37	\$1.99	\$2.56	\$2.17	\$1.27	\$2.77
Accumulation unit value at end of period	\$2.97	\$2.05	\$1.98	\$2.21	\$2.29	\$2.37	\$1.99	\$2.56	\$2.17	\$1.27
Number of accumulation units outstanding at end of period (000 omitted)	126	193	248	321	407	542	716	670	2,782	3,582

**Variable account charges of 1.45% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Columbia Variable Portfolio – Government Money Market Fund (Class 3) (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$0.96	\$0.97	\$0.99	\$1.00	\$1.02	\$1.03	\$1.05	\$1.06	\$1.08	\$1.07
Accumulation unit value at end of period	\$0.95	\$0.96	\$0.97	\$0.99	\$1.00	\$1.02	\$1.03	\$1.05	\$1.06	\$1.08
Number of accumulation units outstanding at end of period (000 omitted)	1,876	2,264	833	888	1,253	1,361	1,536	2,911	5,788	1,365
<b>Columbia Variable Portfolio – High Yield Bond Fund (Class 3) (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$2.17	\$1.97	\$2.03	\$1.98	\$1.90	\$1.66	\$1.60	\$1.42	\$0.94	\$1.27
Accumulation unit value at end of period	\$2.28	\$2.17	\$1.97	\$2.03	\$1.98	\$1.90	\$1.66	\$1.60	\$1.42	\$0.94
Number of accumulation units outstanding at end of period (000 omitted)	91	117	230	281	365	671	583	678	755	746
<b>Columbia Variable Portfolio – Income Opportunities Fund (Class 3) (06/01/2004)</b>										
Accumulation unit value at beginning of period	\$2.01	\$1.84	\$1.89	\$1.85	\$1.78	\$1.58	\$1.51	\$1.35	\$0.96	\$1.20
Accumulation unit value at end of period	\$2.11	\$2.01	\$1.84	\$1.89	\$1.85	\$1.78	\$1.58	\$1.51	\$1.35	\$0.96
Number of accumulation units outstanding at end of period (000 omitted)	168	205	97	110	133	166	215	256	9,864	5,119
<b>Columbia Variable Portfolio – Intermediate Bond Fund (Class 3) (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.41	\$1.37	\$1.38	\$1.33	\$1.39	\$1.31	\$1.24	\$1.17	\$1.03	\$1.12
Accumulation unit value at end of period	\$1.44	\$1.41	\$1.37	\$1.38	\$1.33	\$1.39	\$1.31	\$1.24	\$1.17	\$1.03
Number of accumulation units outstanding at end of period (000 omitted)	532	644	745	933	1,027	1,128	1,322	2,221	22,157	16,780
<b>Columbia Variable Portfolio – Large Cap Growth Fund (Class 3) (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.99	\$2.00	\$1.86	\$1.65	\$1.29	\$1.09	\$1.14	\$0.99	\$0.73	\$1.33
Accumulation unit value at end of period	\$2.51	\$1.99	\$2.00	\$1.86	\$1.65	\$1.29	\$1.09	\$1.14	\$0.99	\$0.73
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	4	4	72
<b>Columbia Variable Portfolio – Large Cap Index Fund (Class 3) (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$2.18	\$1.99	\$2.00	\$1.79	\$1.38	\$1.21	\$1.21	\$1.07	\$0.86	\$1.39
Accumulation unit value at end of period	\$2.61	\$2.18	\$1.99	\$2.00	\$1.79	\$1.38	\$1.21	\$1.21	\$1.07	\$0.86
Number of accumulation units outstanding at end of period (000 omitted)	315	316	340	342	345	352	366	375	327	259
<b>Columbia Variable Portfolio – Mid Cap Growth Fund (Class 3) (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.88	\$1.87	\$1.80	\$1.70	\$1.32	\$1.20	\$1.43	\$1.15	\$0.72	\$1.32
Accumulation unit value at end of period	\$2.28	\$1.88	\$1.87	\$1.80	\$1.70	\$1.32	\$1.20	\$1.43	\$1.15	\$0.72
Number of accumulation units outstanding at end of period (000 omitted)	4	5	6	6	7	44	59	40	41	31
<b>Columbia Variable Portfolio – Mid Cap Value Fund (Class 3) (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.50	\$1.34	\$1.43	\$1.29	\$0.95	\$0.82	\$0.90	\$0.75	\$0.54	\$1.00
Accumulation unit value at end of period	\$1.68	\$1.50	\$1.34	\$1.43	\$1.29	\$0.95	\$0.82	\$0.90	\$0.75	\$0.54
Number of accumulation units outstanding at end of period (000 omitted)	28	29	32	34	38	41	44	—	—	—
<b>Columbia Variable Portfolio – Overseas Core Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.50	\$1.62	\$1.57	\$1.74	\$1.45	\$1.25	\$1.44	\$1.29	\$1.02	\$1.74
Accumulation unit value at end of period	\$1.89	\$1.50	\$1.62	\$1.57	\$1.74	\$1.45	\$1.25	\$1.44	\$1.29	\$1.02
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	4
<b>Columbia Variable Portfolio – Select Large-Cap Value Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.15	\$1.82	\$1.94	\$1.77	\$1.30	\$1.12	\$1.15	\$0.97	\$0.78	\$1.31
Accumulation unit value at end of period	\$2.56	\$2.15	\$1.82	\$1.94	\$1.77	\$1.30	\$1.12	\$1.15	\$0.97	\$0.78
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	1	1	5	9	9	17
<b>Columbia Variable Portfolio – Small Cap Value Fund (Class 2) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.45	\$1.88	\$2.03	\$2.00	\$1.51	\$1.38	\$1.49	\$1.20	\$0.97	\$1.37
Accumulation unit value at end of period	\$2.76	\$2.45	\$1.88	\$2.03	\$2.00	\$1.51	\$1.38	\$1.49	\$1.20	\$0.97
Number of accumulation units outstanding at end of period (000 omitted)	43	63	84	94	115	179	218	239	10,188	6,327
<b>Columbia Variable Portfolio – U.S. Government Mortgage Fund (Class 3) (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$1.25	\$1.24	\$1.24	\$1.19	\$1.24	\$1.23	\$1.23	\$1.22	\$1.17	\$1.22
Accumulation unit value at end of period	\$1.28	\$1.25	\$1.24	\$1.24	\$1.19	\$1.24	\$1.23	\$1.23	\$1.22	\$1.17
Number of accumulation units outstanding at end of period (000 omitted)	206	283	320	428	560	681	944	1,141	3,618	1,927
<b>Credit Suisse Trust – Commodity Return Strategy Portfolio (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$0.48	\$0.43	\$0.59	\$0.72	\$0.81	\$0.84	\$0.97	\$0.85	\$0.72	\$1.10
Accumulation unit value at end of period	\$0.48	\$0.48	\$0.43	\$0.59	\$0.72	\$0.81	\$0.84	\$0.97	\$0.85	\$0.72
Number of accumulation units outstanding at end of period (000 omitted)	17	18	19	22	24	25	26	24	22	1
<b>CTIVP<sup>SM</sup> – BlackRock Global Inflation-Protected Securities Fund (Class 3) (05/01/2006)</b>										
Accumulation unit value at beginning of period	\$1.36	\$1.27	\$1.31	\$1.22	\$1.31	\$1.26	\$1.16	\$1.13	\$1.08	\$1.09
Accumulation unit value at end of period	\$1.38	\$1.36	\$1.27	\$1.31	\$1.22	\$1.31	\$1.26	\$1.16	\$1.13	\$1.08
Number of accumulation units outstanding at end of period (000 omitted)	129	149	202	238	305	347	383	489	15,152	6,045
<b>CTIVP<sup>SM</sup> – Loomis Sayles Growth Fund (Class 1) (04/29/2016)</b>										
Accumulation unit value at beginning of period	\$1.05	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.38	\$1.05	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	188	276	—	—	—	—	—	—	—	—



**Variable account charges of 1.45% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>CTIVP<sup>SM</sup> – MFS<sup>®</sup> Blended Research<sup>®</sup> Core Equity Fund (Class 3) (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.32	\$1.22	\$1.23	\$1.12	\$0.88	\$0.81	\$0.85	\$0.78	\$0.60	\$0.99
Accumulation unit value at end of period	\$1.56	\$1.32	\$1.22	\$1.23	\$1.12	\$0.88	\$0.81	\$0.85	\$0.78	\$0.60
Number of accumulation units outstanding at end of period (000 omitted)	146	199	236	265	330	447	565	622	21,293	10,481
<b>CTIVP<sup>SM</sup> – Victory Sycamore Established Value Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.42	\$2.04	\$2.06	\$1.87	\$1.39	\$1.21	\$1.31	\$1.09	\$0.81	\$1.30
Accumulation unit value at end of period	\$2.76	\$2.42	\$2.04	\$2.06	\$1.87	\$1.39	\$1.21	\$1.31	\$1.09	\$0.81
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Dreyfus Investment Portfolios MidCap Stock Portfolio, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.34	\$2.06	\$2.14	\$1.95	\$1.47	\$1.25	\$1.26	\$1.01	\$0.76	\$1.29
Accumulation unit value at end of period	\$2.65	\$2.34	\$2.06	\$2.14	\$1.95	\$1.47	\$1.25	\$1.26	\$1.01	\$0.76
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	1	11	11
<b>Dreyfus Investment Portfolios Technology Growth Portfolio, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.11	\$2.06	\$1.97	\$1.87	\$1.44	\$1.26	\$1.39	\$1.09	\$0.70	\$1.22
Accumulation unit value at end of period	\$2.97	\$2.11	\$2.06	\$1.97	\$1.87	\$1.44	\$1.26	\$1.39	\$1.09	\$0.70
Number of accumulation units outstanding at end of period (000 omitted)	46	69	85	129	198	331	415	473	599	748
<b>Dreyfus Variable Investment Fund Appreciation Portfolio, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.80	\$1.70	\$1.77	\$1.67	\$1.40	\$1.29	\$1.20	\$1.06	\$0.88	\$1.27
Accumulation unit value at end of period	\$2.26	\$1.80	\$1.70	\$1.77	\$1.67	\$1.40	\$1.29	\$1.20	\$1.06	\$0.88
Number of accumulation units outstanding at end of period (000 omitted)	2	2	12	14	14	14	14	14	14	14
<b>Dreyfus Variable Investment Fund International Equity Portfolio, Service Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$0.86	\$0.93	\$0.93	\$0.97	\$0.84	\$0.69	\$0.83	\$0.76	\$0.62	\$1.09
Accumulation unit value at end of period	\$1.08	\$0.86	\$0.93	\$0.93	\$0.97	\$0.84	\$0.69	\$0.83	\$0.76	\$0.62
Number of accumulation units outstanding at end of period (000 omitted)	44	47	51	63	66	82	84	59	57	26
<b>Dreyfus Variable Investment Fund International Value Portfolio, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.12	\$1.16	\$1.21	\$1.36	\$1.12	\$1.01	\$1.27	\$1.23	\$0.96	\$1.55
Accumulation unit value at end of period	\$1.42	\$1.12	\$1.16	\$1.21	\$1.36	\$1.12	\$1.01	\$1.27	\$1.23	\$0.96
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	2	2	8
<b>Eaton Vance VT Floating-Rate Income Fund – Initial Class (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.23	\$1.14	\$1.17	\$1.18	\$1.16	\$1.09	\$1.08	\$1.00	\$0.71	\$0.98
Accumulation unit value at end of period	\$1.25	\$1.23	\$1.14	\$1.17	\$1.18	\$1.16	\$1.09	\$1.08	\$1.00	\$0.71
Number of accumulation units outstanding at end of period (000 omitted)	62	74	185	244	265	323	348	447	7,675	4,506
<b>Fidelity<sup>®</sup> VIP Contrafund<sup>®</sup> Portfolio Service Class 2 (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$2.45	\$2.31	\$2.33	\$2.12	\$1.64	\$1.43	\$1.50	\$1.30	\$0.97	\$1.72
Accumulation unit value at end of period	\$2.94	\$2.45	\$2.31	\$2.33	\$2.12	\$1.64	\$1.43	\$1.50	\$1.30	\$0.97
Number of accumulation units outstanding at end of period (000 omitted)	705	843	995	1,560	2,260	3,270	4,207	5,203	8,488	13,235
<b>Fidelity<sup>®</sup> VIP Growth Portfolio Service Class 2 (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.94	\$1.95	\$1.85	\$1.69	\$1.26	\$1.12	\$1.14	\$0.93	\$0.74	\$1.42
Accumulation unit value at end of period	\$2.57	\$1.94	\$1.95	\$1.85	\$1.69	\$1.26	\$1.12	\$1.14	\$0.93	\$0.74
Number of accumulation units outstanding at end of period (000 omitted)	79	98	111	126	172	274	277	297	307	324
<b>Fidelity<sup>®</sup> VIP Investment Grade Bond Portfolio Service Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.39	\$1.35	\$1.38	\$1.33	\$1.38	\$1.32	\$1.25	\$1.18	\$1.04	\$1.09
Accumulation unit value at end of period	\$1.43	\$1.39	\$1.35	\$1.38	\$1.33	\$1.38	\$1.32	\$1.25	\$1.18	\$1.04
Number of accumulation units outstanding at end of period (000 omitted)	492	559	676	873	1,187	1,483	1,880	2,375	11,682	8,946
<b>Fidelity<sup>®</sup> VIP Mid Cap Portfolio Service Class 2 (05/01/2001)</b>										
Accumulation unit value at beginning of period	\$3.56	\$3.23	\$3.33	\$3.19	\$2.38	\$2.11	\$2.40	\$1.89	\$1.38	\$2.31
Accumulation unit value at end of period	\$4.23	\$3.56	\$3.23	\$3.33	\$3.19	\$2.38	\$2.11	\$2.40	\$1.89	\$1.38
Number of accumulation units outstanding at end of period (000 omitted)	254	309	370	458	612	939	1,297	1,658	4,341	5,011
<b>Fidelity<sup>®</sup> VIP Overseas Portfolio Service Class 2 (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.54	\$1.65	\$1.62	\$1.79	\$1.40	\$1.18	\$1.44	\$1.30	\$1.04	\$1.89
Accumulation unit value at end of period	\$1.97	\$1.54	\$1.65	\$1.62	\$1.79	\$1.40	\$1.18	\$1.44	\$1.30	\$1.04
Number of accumulation units outstanding at end of period (000 omitted)	65	91	94	221	290	355	466	480	518	572
<b>Franklin Income VIP Fund – Class 2 (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$2.31	\$2.05	\$2.24	\$2.17	\$1.94	\$1.74	\$1.73	\$1.56	\$1.16	\$1.68
Accumulation unit value at end of period	\$2.49	\$2.31	\$2.05	\$2.24	\$2.17	\$1.94	\$1.74	\$1.73	\$1.56	\$1.16
Number of accumulation units outstanding at end of period (000 omitted)	424	459	517	738	919	1,250	1,647	1,877	2,165	2,664
<b>Franklin Mutual Shares VIP Fund – Class 2 (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$2.40	\$2.10	\$2.24	\$2.12	\$1.68	\$1.49	\$1.53	\$1.40	\$1.12	\$1.81
Accumulation unit value at end of period	\$2.57	\$2.40	\$2.10	\$2.24	\$2.12	\$1.68	\$1.49	\$1.53	\$1.40	\$1.12
Number of accumulation units outstanding at end of period (000 omitted)	740	830	918	1,051	1,218	1,640	1,863	2,360	2,595	2,854

**Variable account charges of 1.45% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Franklin Rising Dividends VIP Fund – Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.09	\$1.83	\$1.93	\$1.80	\$1.41	\$1.27	\$1.22	\$1.03	\$0.89	\$1.23
Accumulation unit value at end of period	\$2.48	\$2.09	\$1.83	\$1.93	\$1.80	\$1.41	\$1.27	\$1.22	\$1.03	\$0.89
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	12	11	13	13	22
<b>Franklin Small-Mid Cap Growth VIP Fund – Class 2 (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$1.02	\$0.99	\$1.03	\$0.97	\$0.72	\$0.65	\$0.70	\$0.55	\$0.39	\$0.69
Accumulation unit value at end of period	\$1.22	\$1.02	\$0.99	\$1.03	\$0.97	\$0.72	\$0.65	\$0.70	\$0.55	\$0.39
Number of accumulation units outstanding at end of period (000 omitted)	488	517	553	616	715	1,065	1,480	1,935	2,168	2,355
<b>Goldman Sachs VIT Mid Cap Value Fund – Institutional Shares (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$4.74	\$4.24	\$4.73	\$4.22	\$3.22	\$2.76	\$2.99	\$2.43	\$1.85	\$2.98
Accumulation unit value at end of period	\$5.19	\$4.74	\$4.24	\$4.73	\$4.22	\$3.22	\$2.76	\$2.99	\$2.43	\$1.85
Number of accumulation units outstanding at end of period (000 omitted)	172	210	258	321	434	648	967	1,131	2,893	3,112
<b>Goldman Sachs VIT U.S. Equity Insights Fund – Institutional Shares (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$1.60	\$1.46	\$1.49	\$1.30	\$0.96	\$0.85	\$0.83	\$0.74	\$0.62	\$1.00
Accumulation unit value at end of period	\$1.95	\$1.60	\$1.46	\$1.49	\$1.30	\$0.96	\$0.85	\$0.83	\$0.74	\$0.62
Number of accumulation units outstanding at end of period (000 omitted)	102	119	141	177	232	306	629	876	1,023	1,018
<b>Invesco V.I. American Franchise Fund, Series II Shares (04/27/2012)</b>										
Accumulation unit value at beginning of period	\$1.47	\$1.46	\$1.42	\$1.33	\$0.96	\$1.00	—	—	—	—
Accumulation unit value at end of period	\$1.84	\$1.47	\$1.46	\$1.42	\$1.33	\$0.96	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	11	11	12	12	12	12	—	—	—	—
<b>Invesco V.I. Comstock Fund, Series II Shares (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$2.23	\$1.93	\$2.09	\$1.94	\$1.45	\$1.24	\$1.29	\$1.13	\$0.89	\$1.41
Accumulation unit value at end of period	\$2.58	\$2.23	\$1.93	\$2.09	\$1.94	\$1.45	\$1.24	\$1.29	\$1.13	\$0.89
Number of accumulation units outstanding at end of period (000 omitted)	567	716	875	1,149	1,695	2,833	3,854	4,490	9,591	10,469
<b>Invesco V.I. Health Care Fund, Series II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.64	\$1.88	\$1.86	\$1.58	\$1.14	\$0.96	\$0.94	\$0.91	\$0.72	\$1.03
Accumulation unit value at end of period	\$1.87	\$1.64	\$1.88	\$1.86	\$1.58	\$1.14	\$0.96	\$0.94	\$0.91	\$0.72
Number of accumulation units outstanding at end of period (000 omitted)	—	—	36	83	87	48	48	33	14	—
<b>Invesco V.I. International Growth Fund, Series II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.02	\$1.04	\$1.08	\$1.10	\$0.94	\$0.83	\$0.90	\$0.81	\$0.61	\$1.04
Accumulation unit value at end of period	\$1.23	\$1.02	\$1.04	\$1.08	\$1.10	\$0.94	\$0.83	\$0.90	\$0.81	\$0.61
Number of accumulation units outstanding at end of period (000 omitted)	88	136	168	183	216	291	359	385	15,819	5,951
<b>Invesco V.I. Mid Cap Core Equity Fund, Series II Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.86	\$1.67	\$1.77	\$1.72	\$1.36	\$1.25	\$1.35	\$1.21	\$0.94	\$1.34
Accumulation unit value at end of period	\$2.10	\$1.86	\$1.67	\$1.77	\$1.72	\$1.36	\$1.25	\$1.35	\$1.21	\$0.94
Number of accumulation units outstanding at end of period (000 omitted)	28	39	45	53	84	126	168	188	206	229
<b>Invesco V.I. Mid Cap Growth Fund, Series II Shares (04/27/2012)</b>										
Accumulation unit value at beginning of period	\$1.37	\$1.38	\$1.39	\$1.31	\$0.97	\$1.00	—	—	—	—
Accumulation unit value at end of period	\$1.65	\$1.37	\$1.38	\$1.39	\$1.31	\$0.97	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	47	12	12	125	127	189	—	—	—	—
<b>Invesco V.I. Value Opportunities Fund, Series II Shares (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.53	\$1.32	\$1.50	\$1.43	\$1.09	\$0.94	\$0.98	\$0.93	\$0.64	\$1.35
Accumulation unit value at end of period	\$1.77	\$1.53	\$1.32	\$1.50	\$1.43	\$1.09	\$0.94	\$0.98	\$0.93	\$0.64
Number of accumulation units outstanding at end of period (000 omitted)	305	417	468	591	768	914	1,182	1,467	1,562	1,691
<b>Janus Henderson Research Portfolio: Service Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.49	\$1.51	\$1.46	\$1.31	\$1.02	\$0.88	\$0.94	\$0.84	\$0.63	\$1.06
Accumulation unit value at end of period	\$1.88	\$1.49	\$1.51	\$1.46	\$1.31	\$1.02	\$0.88	\$0.94	\$0.84	\$0.63
Number of accumulation units outstanding at end of period (000 omitted)	91	133	151	189	235	321	409	448	17,145	12,315
<b>MFS® Massachusetts Investors Growth Stock Portfolio – Service Class (03/27/2015)</b>										
Accumulation unit value at beginning of period	\$1.01	\$0.97	\$1.00	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.28	\$1.01	\$0.97	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	20	21	21	—	—	—	—	—	—	—
<b>MFS® New Discovery Series – Service Class (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$2.11	\$1.97	\$2.04	\$2.24	\$1.61	\$1.35	\$1.53	\$1.14	\$0.71	\$1.19
Accumulation unit value at end of period	\$2.63	\$2.11	\$1.97	\$2.04	\$2.24	\$1.61	\$1.35	\$1.53	\$1.14	\$0.71
Number of accumulation units outstanding at end of period (000 omitted)	4	4	4	4	6	54	55	79	88	104
<b>MFS® Total Return Series – Service Class (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.80	\$1.68	\$1.72	\$1.61	\$1.37	\$1.26	\$1.26	\$1.16	\$1.00	\$1.31
Accumulation unit value at end of period	\$1.99	\$1.80	\$1.68	\$1.72	\$1.61	\$1.37	\$1.26	\$1.26	\$1.16	\$1.00
Number of accumulation units outstanding at end of period (000 omitted)	430	493	549	606	679	784	866	1,476	1,492	1,568

**Variable account charges of 1.45% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>MFS® Utilities Series – Service Class (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$3.31	\$3.02	\$3.60	\$3.25	\$2.74	\$2.45	\$2.34	\$2.09	\$1.60	\$2.60
Accumulation unit value at end of period	\$3.74	\$3.31	\$3.02	\$3.60	\$3.25	\$2.74	\$2.45	\$2.34	\$2.09	\$1.60
Number of accumulation units outstanding at end of period (000 omitted)	21	23	25	28	39	40	40	56	56	49
<b>Morgan Stanley VIF Global Real Estate Portfolio, Class II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$0.99	\$0.98	\$1.01	\$0.90	\$0.89	\$0.69	\$0.78	\$0.65	\$0.47	\$0.85
Accumulation unit value at end of period	\$1.07	\$0.99	\$0.98	\$1.01	\$0.90	\$0.89	\$0.69	\$0.78	\$0.65	\$0.47
Number of accumulation units outstanding at end of period (000 omitted)	19	29	32	82	97	112	134	174	3,671	4,330
<b>Morgan Stanley VIF Mid Cap Growth Portfolio, Class II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.32	\$1.47	\$1.58	\$1.58	\$1.17	\$1.09	\$1.19	\$0.91	\$0.59	\$1.12
Accumulation unit value at end of period	\$1.80	\$1.32	\$1.47	\$1.58	\$1.58	\$1.17	\$1.09	\$1.19	\$0.91	\$0.59
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	1	5	5	6
<b>Morgan Stanley VIF U.S. Real Estate Portfolio, Class II Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.77	\$2.64	\$2.63	\$2.06	\$2.05	\$1.80	\$1.73	\$1.36	\$1.07	\$1.75
Accumulation unit value at end of period	\$2.81	\$2.77	\$2.64	\$2.63	\$2.06	\$2.05	\$1.80	\$1.73	\$1.36	\$1.07
Number of accumulation units outstanding at end of period (000 omitted)	5	9	11	29	36	40	53	66	86	120
<b>Oppenheimer Capital Appreciation Fund/VA, Service Shares (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$1.72	\$1.79	\$1.76	\$1.55	\$1.22	\$1.08	\$1.11	\$1.04	\$0.73	\$1.36
Accumulation unit value at end of period	\$2.15	\$1.72	\$1.79	\$1.76	\$1.55	\$1.22	\$1.08	\$1.11	\$1.04	\$0.73
Number of accumulation units outstanding at end of period (000 omitted)	277	353	454	737	1,060	1,489	1,933	2,305	2,318	2,536
<b>Oppenheimer Global Fund/VA, Service Shares (05/01/2002)</b>										
Accumulation unit value at beginning of period	\$2.17	\$2.21	\$2.16	\$2.15	\$1.71	\$1.44	\$1.60	\$1.40	\$1.02	\$1.73
Accumulation unit value at end of period	\$2.92	\$2.17	\$2.21	\$2.16	\$2.15	\$1.71	\$1.44	\$1.60	\$1.40	\$1.02
Number of accumulation units outstanding at end of period (000 omitted)	84	105	163	205	334	488	627	986	964	930
<b>Oppenheimer Global Strategic Income Fund/VA, Service Shares (05/01/2002)</b>										
Accumulation unit value at beginning of period	\$1.80	\$1.72	\$1.79	\$1.77	\$1.80	\$1.62	\$1.63	\$1.44	\$1.23	\$1.46
Accumulation unit value at end of period	\$1.88	\$1.80	\$1.72	\$1.79	\$1.77	\$1.80	\$1.62	\$1.63	\$1.44	\$1.23
Number of accumulation units outstanding at end of period (000 omitted)	614	680	847	1,072	1,331	1,712	2,236	2,721	14,510	11,434
<b>Oppenheimer Main Street Small Cap Fund®/VA, Service Shares (11/06/2003)</b>										
Accumulation unit value at beginning of period	\$2.62	\$2.26	\$2.44	\$2.22	\$1.60	\$1.38	\$1.43	\$1.18	\$0.88	\$1.43
Accumulation unit value at end of period	\$2.94	\$2.62	\$2.26	\$2.44	\$2.22	\$1.60	\$1.38	\$1.43	\$1.18	\$0.88
Number of accumulation units outstanding at end of period (000 omitted)	153	153	152	190	231	265	286	342	389	373
<b>PIMCO VIT All Asset Portfolio, Advisor Class (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.26	\$1.14	\$1.27	\$1.28	\$1.30	\$1.15	\$1.14	\$1.03	\$0.86	\$1.03
Accumulation unit value at end of period	\$1.41	\$1.26	\$1.14	\$1.27	\$1.28	\$1.30	\$1.15	\$1.14	\$1.03	\$0.86
Number of accumulation units outstanding at end of period (000 omitted)	51	84	116	146	167	213	254	274	8,749	10,160
<b>Putnam VT Global Health Care Fund – Class IB Shares (05/01/2002)</b>										
Accumulation unit value at beginning of period	\$2.24	\$2.56	\$2.41	\$1.92	\$1.37	\$1.14	\$1.17	\$1.16	\$0.93	\$1.14
Accumulation unit value at end of period	\$2.55	\$2.24	\$2.56	\$2.41	\$1.92	\$1.37	\$1.14	\$1.17	\$1.16	\$0.93
Number of accumulation units outstanding at end of period (000 omitted)	44	48	59	58	70	146	164	203	188	228
<b>Putnam VT International Equity Fund – Class IB Shares (03/03/2000)</b>										
Accumulation unit value at beginning of period	\$0.82	\$0.85	\$0.86	\$0.94	\$0.74	\$0.62	\$0.76	\$0.70	\$0.57	\$1.03
Accumulation unit value at end of period	\$1.02	\$0.82	\$0.85	\$0.86	\$0.94	\$0.74	\$0.62	\$0.76	\$0.70	\$0.57
Number of accumulation units outstanding at end of period (000 omitted)	747	899	1,022	1,079	1,329	1,684	2,058	2,733	2,965	3,093
<b>Putnam VT Small Cap Value Fund – Class IB Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.16	\$1.72	\$1.82	\$1.79	\$1.30	\$1.12	\$1.20	\$0.96	\$0.74	\$1.24
Accumulation unit value at end of period	\$2.30	\$2.16	\$1.72	\$1.82	\$1.79	\$1.30	\$1.12	\$1.20	\$0.96	\$0.74
Number of accumulation units outstanding at end of period (000 omitted)	2	2	2	2	2	7	17	17	17	18
<b>Putnam VT Sustainable Leaders Fund – Class IB Shares (09/24/2010)</b>										
Accumulation unit value at beginning of period	\$1.91	\$1.80	\$1.83	\$1.63	\$1.22	\$1.06	\$1.13	\$1.00	—	—
Accumulation unit value at end of period	\$2.43	\$1.91	\$1.80	\$1.83	\$1.63	\$1.22	\$1.06	\$1.13	—	—
Number of accumulation units outstanding at end of period (000 omitted)	254	288	325	381	481	605	738	864	—	—
<b>Templeton Global Bond VIP Fund – Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.99	\$1.96	\$2.08	\$2.07	\$2.07	\$1.82	\$1.86	\$1.65	\$1.41	\$1.35
Accumulation unit value at end of period	\$2.00	\$1.99	\$1.96	\$2.08	\$2.07	\$2.07	\$1.82	\$1.86	\$1.65	\$1.41
Number of accumulation units outstanding at end of period (000 omitted)	224	261	348	412	543	709	883	932	7,523	5,803
<b>Templeton Growth VIP Fund – Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.53	\$1.41	\$1.53	\$1.60	\$1.24	\$1.04	\$1.13	\$1.07	\$0.83	\$1.46
Accumulation unit value at end of period	\$1.78	\$1.53	\$1.41	\$1.53	\$1.60	\$1.24	\$1.04	\$1.13	\$1.07	\$0.83
Number of accumulation units outstanding at end of period (000 omitted)	48	50	53	165	210	224	241	215	211	232

**Variable account charges of 1.45% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Variable Portfolio – Aggressive Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.51	\$1.45	\$1.48	\$1.42	\$1.20	\$1.07	\$1.12	\$1.00	—	—
Accumulation unit value at end of period	\$1.77	\$1.51	\$1.45	\$1.48	\$1.42	\$1.20	\$1.07	\$1.12	—	—
Number of accumulation units outstanding at end of period (000 omitted)	1,237	1,344	1,226	1,506	2,138	1,868	2,958	2,845	—	—
<b>Variable Portfolio – Aggressive Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.51	\$1.45	\$1.48	\$1.43	\$1.20	\$1.07	\$1.12	\$1.00	—	—
Accumulation unit value at end of period	\$1.77	\$1.51	\$1.45	\$1.48	\$1.43	\$1.20	\$1.07	\$1.12	—	—
Number of accumulation units outstanding at end of period (000 omitted)	6,099	8,355	10,202	14,359	20,789	24,028	29,473	35,540	—	—
<b>Variable Portfolio – Conservative Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.17	\$1.15	\$1.17	\$1.14	\$1.12	\$1.06	\$1.04	\$1.00	—	—
Accumulation unit value at end of period	\$1.24	\$1.17	\$1.15	\$1.17	\$1.14	\$1.12	\$1.06	\$1.04	—	—
Number of accumulation units outstanding at end of period (000 omitted)	2,542	2,782	2,377	3,220	3,359	5,113	4,906	2,696	—	—
<b>Variable Portfolio – Conservative Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.17	\$1.15	\$1.17	\$1.14	\$1.12	\$1.06	\$1.04	\$1.00	—	—
Accumulation unit value at end of period	\$1.24	\$1.17	\$1.15	\$1.17	\$1.14	\$1.12	\$1.06	\$1.04	—	—
Number of accumulation units outstanding at end of period (000 omitted)	7,528	9,287	9,824	12,123	16,964	22,457	20,689	20,921	—	—
<b>Variable Portfolio – Managed Risk Fund (Class 2) (09/18/2017)</b>										
Accumulation unit value at beginning of period	\$1.00	—	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.03	—	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – Managed Risk U.S. Fund (Class 2) (09/18/2017)</b>										
Accumulation unit value at beginning of period	\$1.00	—	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.04	—	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Conservative Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.02	\$1.00	\$1.03	\$1.00	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.08	\$1.02	\$1.00	\$1.03	\$1.00	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	1,010	1,069	999	1,104	24	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Conservative Growth Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.02	\$1.01	\$1.04	\$1.01	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.12	\$1.02	\$1.01	\$1.04	\$1.01	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	3,882	4,610	4,093	3,258	1,219	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Growth Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.03	\$1.01	\$1.06	\$1.03	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.20	\$1.03	\$1.01	\$1.06	\$1.03	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	4,815	5,246	6,383	5,994	948	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Moderate Growth Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.03	\$1.01	\$1.05	\$1.02	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.16	\$1.03	\$1.01	\$1.05	\$1.02	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	14,699	16,199	17,187	16,510	3,561	—	—	—	—	—
<b>Variable Portfolio – Moderate Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.35	\$1.31	\$1.34	\$1.29	\$1.18	\$1.08	\$1.09	\$1.00	—	—
Accumulation unit value at end of period	\$1.51	\$1.35	\$1.31	\$1.34	\$1.29	\$1.18	\$1.08	\$1.09	—	—
Number of accumulation units outstanding at end of period (000 omitted)	28,268	33,617	36,030	37,316	34,973	34,689	33,733	30,458	—	—
<b>Variable Portfolio – Moderate Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.35	\$1.31	\$1.34	\$1.29	\$1.18	\$1.08	\$1.09	\$1.00	—	—
Accumulation unit value at end of period	\$1.51	\$1.35	\$1.31	\$1.34	\$1.29	\$1.18	\$1.08	\$1.09	—	—
Number of accumulation units outstanding at end of period (000 omitted)	59,143	69,218	81,399	92,509	113,322	121,846	127,883	131,141	—	—
<b>Variable Portfolio – Moderately Aggressive Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.43	\$1.38	\$1.41	\$1.36	\$1.19	\$1.08	\$1.11	\$1.00	—	—
Accumulation unit value at end of period	\$1.64	\$1.43	\$1.38	\$1.41	\$1.36	\$1.19	\$1.08	\$1.11	—	—
Number of accumulation units outstanding at end of period (000 omitted)	9,426	11,910	14,452	15,382	20,106	22,947	26,527	25,767	—	—
<b>Variable Portfolio – Moderately Aggressive Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.43	\$1.38	\$1.41	\$1.36	\$1.19	\$1.08	\$1.11	\$1.00	—	—
Accumulation unit value at end of period	\$1.64	\$1.43	\$1.38	\$1.41	\$1.36	\$1.19	\$1.08	\$1.11	—	—
Number of accumulation units outstanding at end of period (000 omitted)	16,854	21,514	27,634	34,651	47,799	56,793	66,149	77,624	—	—
<b>Variable Portfolio – Moderately Conservative Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.26	\$1.23	\$1.25	\$1.21	\$1.15	\$1.07	\$1.07	\$1.00	—	—
Accumulation unit value at end of period	\$1.37	\$1.26	\$1.23	\$1.25	\$1.21	\$1.15	\$1.07	\$1.07	—	—
Number of accumulation units outstanding at end of period (000 omitted)	3,301	4,312	4,810	5,474	5,773	7,042	7,018	6,557	—	—

**Variable account charges of 1.45% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Variable Portfolio – Moderately Conservative Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.26	\$1.23	\$1.25	\$1.21	\$1.15	\$1.07	\$1.07	\$1.00	—	—
Accumulation unit value at end of period	\$1.37	\$1.26	\$1.23	\$1.25	\$1.21	\$1.15	\$1.07	\$1.07	—	—
Number of accumulation units outstanding at end of period (000 omitted)	8,237	9,862	14,307	16,664	20,838	22,904	25,656	24,507	—	—
<b>Variable Portfolio – Partners Small Cap Value Fund (Class 3) (05/01/2002)</b>										
Accumulation unit value at beginning of period	\$2.55	\$2.06	\$2.30	\$2.29	\$1.72	\$1.54	\$1.64	\$1.33	\$0.99	\$1.47
Accumulation unit value at end of period	\$2.69	\$2.55	\$2.06	\$2.30	\$2.29	\$1.72	\$1.54	\$1.64	\$1.33	\$0.99
Number of accumulation units outstanding at end of period (000 omitted)	208	261	334	441	626	1,053	1,423	1,652	1,946	2,163
<b>Variable Portfolio – U.S. Flexible Conservative Growth Fund (Class 2) (11/14/2016)</b>										
Accumulation unit value at beginning of period	\$1.00	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.11	\$1.00	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	331	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – U.S. Flexible Growth Fund (Class 2) (11/14/2016)</b>										
Accumulation unit value at beginning of period	\$1.03	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.21	\$1.03	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – U.S. Flexible Moderate Growth Fund (Class 2) (11/14/2016)</b>										
Accumulation unit value at beginning of period	\$1.02	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.16	\$1.02	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	323	—	—	—	—	—	—	—	—	—
<b>Wanger International (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.39	\$2.46	\$2.50	\$2.65	\$2.20	\$1.83	\$2.18	\$1.77	\$1.20	\$2.24
Accumulation unit value at end of period	\$3.13	\$2.39	\$2.46	\$2.50	\$2.65	\$2.20	\$1.83	\$2.18	\$1.77	\$1.20
Number of accumulation units outstanding at end of period (000 omitted)	147	207	238	326	434	694	936	968	4,062	4,898
<b>Wanger USA (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.38	\$2.13	\$2.17	\$2.10	\$1.60	\$1.35	\$1.42	\$1.17	\$0.83	\$1.40
Accumulation unit value at end of period	\$2.81	\$2.38	\$2.13	\$2.17	\$2.10	\$1.60	\$1.35	\$1.42	\$1.17	\$0.83
Number of accumulation units outstanding at end of period (000 omitted)	104	146	177	252	357	606	828	999	4,279	3,607

**Variable account charges of 1.90% of the daily net assets of the variable account.**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>AB VPS Global Thematic Growth Portfolio (Class B) (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.05	\$1.08	\$1.07	\$1.04	\$0.87	\$0.78	\$1.04	\$0.89	\$0.59	\$1.15
Accumulation unit value at end of period	\$1.41	\$1.05	\$1.08	\$1.07	\$1.04	\$0.87	\$0.78	\$1.04	\$0.89	\$0.59
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	28	28	28	28	28	28	—
<b>AB VPS Growth and Income Portfolio (Class B) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.82	\$1.67	\$1.68	\$1.57	\$1.19	\$1.03	\$0.99	\$0.90	\$0.76	\$1.30
Accumulation unit value at end of period	\$2.12	\$1.82	\$1.67	\$1.68	\$1.57	\$1.19	\$1.03	\$0.99	\$0.90	\$0.76
Number of accumulation units outstanding at end of period (000 omitted)	84	84	115	80	96	91	130	124	89	113
<b>AB VPS International Value Portfolio (Class B) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.11	\$1.14	\$1.13	\$1.24	\$1.03	\$0.92	\$1.16	\$1.13	\$0.86	\$1.87
Accumulation unit value at end of period	\$1.36	\$1.11	\$1.14	\$1.13	\$1.24	\$1.03	\$0.92	\$1.16	\$1.13	\$0.86
Number of accumulation units outstanding at end of period (000 omitted)	1,874	2,347	2,598	3,459	4,367	5,828	6,871	7,882	19,909	27,146
<b>American Century VP Mid Cap Value, Class II (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.85	\$1.54	\$1.59	\$1.39	\$1.09	\$0.96	\$0.99	\$0.85	\$0.66	\$0.90
Accumulation unit value at end of period	\$2.02	\$1.85	\$1.54	\$1.59	\$1.39	\$1.09	\$0.96	\$0.99	\$0.85	\$0.66
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>American Century VP Ultra®, Class II (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.75	\$1.70	\$1.64	\$1.52	\$1.13	\$1.01	\$1.02	\$0.90	\$0.68	\$1.19
Accumulation unit value at end of period	\$2.26	\$1.75	\$1.70	\$1.64	\$1.52	\$1.13	\$1.01	\$1.02	\$0.90	\$0.68
Number of accumulation units outstanding at end of period (000 omitted)	531	657	786	1,028	1,510	2,194	2,936	4,147	5,039	6,040
<b>American Century VP Value, Class II (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.00	\$1.69	\$1.80	\$1.62	\$1.26	\$1.12	\$1.13	\$1.02	\$0.87	\$1.21
Accumulation unit value at end of period	\$2.13	\$2.00	\$1.69	\$1.80	\$1.62	\$1.26	\$1.12	\$1.13	\$1.02	\$0.87
Number of accumulation units outstanding at end of period (000 omitted)	4	4	4	4	12	12	87	16	16	19
<b>ClearBridge Variable Small Cap Growth Portfolio – Class I (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.72	\$1.66	\$1.77	\$1.73	\$1.20	\$1.02	\$1.03	\$0.84	\$0.60	\$1.03
Accumulation unit value at end of period	\$2.10	\$1.72	\$1.66	\$1.77	\$1.73	\$1.20	\$1.02	\$1.03	\$0.84	\$0.60
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	54	—	—	—

**Variable account charges of 1.90% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Columbia Variable Portfolio – Disciplined Core Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.78	\$1.68	\$1.70	\$1.51	\$1.15	\$1.03	\$1.00	\$0.86	\$0.71	\$1.25
Accumulation unit value at end of period	\$2.17	\$1.78	\$1.68	\$1.70	\$1.51	\$1.15	\$1.03	\$1.00	\$0.86	\$0.71
Number of accumulation units outstanding at end of period (000 omitted)	914	1,144	1,344	1,817	2,998	3,922	5,131	7,801	9,323	10,215
<b>Columbia Variable Portfolio – Dividend Opportunity Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.99	\$1.79	\$1.87	\$1.74	\$1.40	\$1.25	\$1.34	\$1.17	\$0.93	\$1.60
Accumulation unit value at end of period	\$2.23	\$1.99	\$1.79	\$1.87	\$1.74	\$1.40	\$1.25	\$1.34	\$1.17	\$0.93
Number of accumulation units outstanding at end of period (000 omitted)	1,833	2,100	2,597	3,315	4,568	6,023	7,706	10,251	47,600	45,615
<b>Columbia Variable Portfolio – Emerging Markets Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.94	\$1.88	\$2.11	\$2.20	\$2.28	\$1.93	\$2.49	\$2.12	\$1.24	\$2.73
Accumulation unit value at end of period	\$2.80	\$1.94	\$1.88	\$2.11	\$2.20	\$2.28	\$1.93	\$2.49	\$2.12	\$1.24
Number of accumulation units outstanding at end of period (000 omitted)	575	802	961	1,160	1,490	1,624	2,042	2,330	8,001	12,125
<b>Columbia Variable Portfolio – Government Money Market Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$0.91	\$0.93	\$0.95	\$0.96	\$0.98	\$1.00	\$1.02	\$1.04	\$1.06	\$1.05
Accumulation unit value at end of period	\$0.90	\$0.91	\$0.93	\$0.95	\$0.96	\$0.98	\$1.00	\$1.02	\$1.04	\$1.06
Number of accumulation units outstanding at end of period (000 omitted)	3,756	4,033	763	1,089	1,541	1,683	2,045	2,910	11,536	5,320
<b>Columbia Variable Portfolio – High Yield Bond Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.97	\$1.80	\$1.85	\$1.82	\$1.75	\$1.54	\$1.49	\$1.33	\$0.88	\$1.20
Accumulation unit value at end of period	\$2.06	\$1.97	\$1.80	\$1.85	\$1.82	\$1.75	\$1.54	\$1.49	\$1.33	\$0.88
Number of accumulation units outstanding at end of period (000 omitted)	303	342	418	531	726	790	1,037	1,429	3,043	3,808
<b>Columbia Variable Portfolio – Income Opportunities Fund (Class 3) (06/01/2004)</b>										
Accumulation unit value at beginning of period	\$1.90	\$1.75	\$1.80	\$1.77	\$1.72	\$1.52	\$1.46	\$1.32	\$0.94	\$1.18
Accumulation unit value at end of period	\$1.99	\$1.90	\$1.75	\$1.80	\$1.77	\$1.72	\$1.52	\$1.46	\$1.32	\$0.94
Number of accumulation units outstanding at end of period (000 omitted)	438	468	201	315	445	540	724	967	23,958	16,287
<b>Columbia Variable Portfolio – Intermediate Bond Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.32	\$1.29	\$1.31	\$1.27	\$1.32	\$1.25	\$1.20	\$1.13	\$1.00	\$1.09
Accumulation unit value at end of period	\$1.34	\$1.32	\$1.29	\$1.31	\$1.27	\$1.32	\$1.25	\$1.20	\$1.13	\$1.00
Number of accumulation units outstanding at end of period (000 omitted)	758	827	895	1,248	1,772	2,131	2,517	3,451	52,732	52,913
<b>Columbia Variable Portfolio – Large Cap Growth Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.80	\$1.81	\$1.70	\$1.52	\$1.19	\$1.01	\$1.06	\$0.92	\$0.69	\$1.26
Accumulation unit value at end of period	\$2.26	\$1.80	\$1.81	\$1.70	\$1.52	\$1.19	\$1.01	\$1.06	\$0.92	\$0.69
Number of accumulation units outstanding at end of period (000 omitted)	26	33	58	112	135	195	258	361	910	3,801
<b>Columbia Variable Portfolio – Large Cap Index Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.95	\$1.78	\$1.80	\$1.62	\$1.26	\$1.11	\$1.11	\$0.99	\$0.80	\$1.29
Accumulation unit value at end of period	\$2.32	\$1.95	\$1.78	\$1.80	\$1.62	\$1.26	\$1.11	\$1.11	\$0.99	\$0.80
Number of accumulation units outstanding at end of period (000 omitted)	46	8	20	178	185	188	198	211	155	94
<b>Columbia Variable Portfolio – Mid Cap Value Fund (Class 3) (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.44	\$1.29	\$1.38	\$1.25	\$0.93	\$0.80	\$0.89	\$0.74	\$0.54	\$0.99
Accumulation unit value at end of period	\$1.60	\$1.44	\$1.29	\$1.38	\$1.25	\$0.93	\$0.80	\$0.89	\$0.74	\$0.54
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	2	145	167	3	98
<b>Columbia Variable Portfolio – Overseas Core Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.42	\$1.54	\$1.50	\$1.67	\$1.39	\$1.20	\$1.40	\$1.25	\$1.00	\$1.71
Accumulation unit value at end of period	\$1.77	\$1.42	\$1.54	\$1.50	\$1.67	\$1.39	\$1.20	\$1.40	\$1.25	\$1.00
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	2	2	2	2	2
<b>Columbia Variable Portfolio – Small Cap Value Fund (Class 2) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.32	\$1.78	\$1.94	\$1.91	\$1.46	\$1.33	\$1.45	\$1.17	\$0.95	\$1.35
Accumulation unit value at end of period	\$2.59	\$2.32	\$1.78	\$1.94	\$1.91	\$1.46	\$1.33	\$1.45	\$1.17	\$0.95
Number of accumulation units outstanding at end of period (000 omitted)	69	68	90	215	275	460	585	721	23,264	17,911
<b>Columbia Variable Portfolio – U.S. Government Mortgage Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.03	\$1.03	\$1.03	\$1.00	\$1.04	\$1.04	\$1.04	\$1.03	\$1.00	\$1.05
Accumulation unit value at end of period	\$1.05	\$1.03	\$1.03	\$1.03	\$1.00	\$1.04	\$1.04	\$1.04	\$1.03	\$1.00
Number of accumulation units outstanding at end of period (000 omitted)	576	773	810	918	1,292	1,516	1,924	2,722	10,350	5,772
<b>Credit Suisse Trust – Commodity Return Strategy Portfolio (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$0.46	\$0.42	\$0.57	\$0.69	\$0.79	\$0.82	\$0.96	\$0.84	\$0.71	\$1.10
Accumulation unit value at end of period	\$0.45	\$0.46	\$0.42	\$0.57	\$0.69	\$0.79	\$0.82	\$0.96	\$0.84	\$0.71
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	44	44	44	47	33	32	—
<b>CTIVP<sup>SM</sup> – BlackRock Global Inflation-Protected Securities Fund (Class 3) (05/01/2006)</b>										
Accumulation unit value at beginning of period	\$1.30	\$1.22	\$1.26	\$1.18	\$1.28	\$1.23	\$1.14	\$1.12	\$1.06	\$1.08
Accumulation unit value at end of period	\$1.31	\$1.30	\$1.22	\$1.26	\$1.18	\$1.28	\$1.23	\$1.14	\$1.12	\$1.06
Number of accumulation units outstanding at end of period (000 omitted)	417	442	512	723	1,059	1,156	1,527	2,123	39,552	22,934

**Variable account charges of 1.90% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>CTIVP<sup>SM</sup> – Loomis Sayles Growth Fund (Class 1) (04/29/2016)</b>										
Accumulation unit value at beginning of period	\$1.05	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.37	\$1.05	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	148	201	—	—	—	—	—	—	—	—
<b>CTIVP<sup>SM</sup> – MFS<sup>®</sup> Blended Research<sup>®</sup> Core Equity Fund (Class 3) (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.26	\$1.17	\$1.19	\$1.09	\$0.86	\$0.79	\$0.84	\$0.77	\$0.59	\$0.99
Accumulation unit value at end of period	\$1.49	\$1.26	\$1.17	\$1.19	\$1.09	\$0.86	\$0.79	\$0.84	\$0.77	\$0.59
Number of accumulation units outstanding at end of period (000 omitted)	130	160	190	430	601	961	1,246	1,481	47,054	29,241
<b>CTIVP<sup>SM</sup> – Victory Sycamore Established Value Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.29	\$1.93	\$1.97	\$1.79	\$1.34	\$1.17	\$1.27	\$1.06	\$0.79	\$1.28
Accumulation unit value at end of period	\$2.60	\$2.29	\$1.93	\$1.97	\$1.79	\$1.34	\$1.17	\$1.27	\$1.06	\$0.79
Number of accumulation units outstanding at end of period (000 omitted)	11	21	21	—	—	—	8	8	—	28
<b>Dreyfus Variable Investment Fund International Equity Portfolio, Service Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$0.82	\$0.89	\$0.90	\$0.94	\$0.82	\$0.68	\$0.81	\$0.75	\$0.62	\$1.09
Accumulation unit value at end of period	\$1.03	\$0.82	\$0.89	\$0.90	\$0.94	\$0.82	\$0.68	\$0.81	\$0.75	\$0.62
Number of accumulation units outstanding at end of period (000 omitted)	4	4	4	4	4	4	—	—	8	—
<b>Dreyfus Variable Investment Fund International Value Portfolio, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.06	\$1.10	\$1.15	\$1.30	\$1.08	\$0.98	\$1.23	\$1.20	\$0.94	\$1.53
Accumulation unit value at end of period	\$1.33	\$1.06	\$1.10	\$1.15	\$1.30	\$1.08	\$0.98	\$1.23	\$1.20	\$0.94
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	4	27	24	21	19	38
<b>Eaton Vance VT Floating-Rate Income Fund – Initial Class (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.18	\$1.10	\$1.13	\$1.15	\$1.13	\$1.07	\$1.06	\$0.99	\$0.70	\$0.98
Accumulation unit value at end of period	\$1.19	\$1.18	\$1.10	\$1.13	\$1.15	\$1.13	\$1.07	\$1.06	\$0.99	\$0.70
Number of accumulation units outstanding at end of period (000 omitted)	115	131	125	216	320	383	562	719	17,706	14,635
<b>Fidelity<sup>®</sup> VIP Contrafund<sup>®</sup> Portfolio Service Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.18	\$2.06	\$2.09	\$1.91	\$1.48	\$1.30	\$1.37	\$1.19	\$0.90	\$1.59
Accumulation unit value at end of period	\$2.60	\$2.18	\$2.06	\$2.09	\$1.91	\$1.48	\$1.30	\$1.37	\$1.19	\$0.90
Number of accumulation units outstanding at end of period (000 omitted)	2,293	2,769	3,260	4,329	6,278	8,416	10,938	14,844	26,124	44,134
<b>Fidelity<sup>®</sup> VIP Investment Grade Bond Portfolio Service Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.32	\$1.28	\$1.32	\$1.27	\$1.32	\$1.28	\$1.22	\$1.15	\$1.02	\$1.08
Accumulation unit value at end of period	\$1.34	\$1.32	\$1.28	\$1.32	\$1.27	\$1.32	\$1.28	\$1.22	\$1.15	\$1.02
Number of accumulation units outstanding at end of period (000 omitted)	1,271	1,307	1,417	1,853	2,828	3,225	3,767	5,353	28,571	28,234
<b>Fidelity<sup>®</sup> VIP Mid Cap Portfolio Service Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.59	\$2.36	\$2.45	\$2.35	\$1.76	\$1.57	\$1.79	\$1.42	\$1.04	\$1.75
Accumulation unit value at end of period	\$3.07	\$2.59	\$2.36	\$2.45	\$2.35	\$1.76	\$1.57	\$1.79	\$1.42	\$1.04
Number of accumulation units outstanding at end of period (000 omitted)	453	487	564	749	940	1,346	1,681	2,112	10,749	15,569
<b>Fidelity<sup>®</sup> VIP Overseas Portfolio Service Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.33	\$1.43	\$1.41	\$1.57	\$1.23	\$1.04	\$1.28	\$1.16	\$0.93	\$1.70
Accumulation unit value at end of period	\$1.69	\$1.33	\$1.43	\$1.41	\$1.57	\$1.23	\$1.04	\$1.28	\$1.16	\$0.93
Number of accumulation units outstanding at end of period (000 omitted)	567	739	800	1,094	1,435	1,894	2,343	2,808	4,655	4,812
<b>Franklin Income VIP Fund – Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.74	\$1.56	\$1.71	\$1.66	\$1.49	\$1.35	\$1.34	\$1.21	\$0.91	\$1.32
Accumulation unit value at end of period	\$1.87	\$1.74	\$1.56	\$1.71	\$1.66	\$1.49	\$1.35	\$1.34	\$1.21	\$0.91
Number of accumulation units outstanding at end of period (000 omitted)	366	375	414	465	497	598	1,057	1,140	1,013	1,631
<b>Goldman Sachs VIT Mid Cap Value Fund – Institutional Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.33	\$2.09	\$2.34	\$2.10	\$1.61	\$1.39	\$1.51	\$1.23	\$0.94	\$1.53
Accumulation unit value at end of period	\$2.54	\$2.33	\$2.09	\$2.34	\$2.10	\$1.61	\$1.39	\$1.51	\$1.23	\$0.94
Number of accumulation units outstanding at end of period (000 omitted)	811	889	1,067	1,326	1,959	2,740	3,562	4,764	13,524	16,698
<b>Goldman Sachs VIT U.S. Equity Insights Fund – Institutional Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.43	\$1.32	\$1.34	\$1.18	\$0.87	\$0.78	\$0.76	\$0.69	\$0.58	\$0.94
Accumulation unit value at end of period	\$1.74	\$1.43	\$1.32	\$1.34	\$1.18	\$0.87	\$0.78	\$0.76	\$0.69	\$0.58
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	27	—
<b>Invesco V.I. American Franchise Fund, Series II Shares (04/27/2012)</b>										
Accumulation unit value at beginning of period	\$1.44	\$1.44	\$1.40	\$1.32	\$0.96	\$1.00	—	—	—	—
Accumulation unit value at end of period	\$1.79	\$1.44	\$1.44	\$1.40	\$1.32	\$0.96	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	10	15	43	47	56	73	—	—	—	—
<b>Invesco V.I. Comstock Fund, Series II Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.91	\$1.67	\$1.81	\$1.69	\$1.27	\$1.09	\$1.13	\$1.00	\$0.79	\$1.26
Accumulation unit value at end of period	\$2.21	\$1.91	\$1.67	\$1.81	\$1.69	\$1.27	\$1.09	\$1.13	\$1.00	\$0.79
Number of accumulation units outstanding at end of period (000 omitted)	2,913	3,499	4,262	5,321	7,600	10,444	13,815	18,929	34,501	43,308

**Variable account charges of 1.90% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Invesco V.I. Health Care Fund, Series II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.57	\$1.81	\$1.79	\$1.53	\$1.11	\$0.94	\$0.92	\$0.90	\$0.72	\$1.03
Accumulation unit value at end of period	\$1.78	\$1.57	\$1.81	\$1.79	\$1.53	\$1.11	\$0.94	\$0.92	\$0.90	\$0.72
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	22	22	22	25	25	45	3
<b>Invesco V.I. International Growth Fund, Series II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$0.97	\$1.00	\$1.05	\$1.07	\$0.92	\$0.81	\$0.89	\$0.80	\$0.61	\$1.04
Accumulation unit value at end of period	\$1.17	\$0.97	\$1.00	\$1.05	\$1.07	\$0.92	\$0.81	\$0.89	\$0.80	\$0.61
Number of accumulation units outstanding at end of period (000 omitted)	125	151	160	343	447	630	940	984	35,468	16,452
<b>Invesco V.I. Mid Cap Growth Fund, Series II Shares (04/27/2012)</b>										
Accumulation unit value at beginning of period	\$1.34	\$1.36	\$1.37	\$1.30	\$0.97	\$1.00	—	—	—	—
Accumulation unit value at end of period	\$1.61	\$1.34	\$1.36	\$1.37	\$1.30	\$0.97	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	11	11	11	11	11	11	—	—	—	—
<b>Janus Henderson Research Portfolio: Service Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.43	\$1.45	\$1.41	\$1.27	\$1.00	\$0.86	\$0.93	\$0.83	\$0.62	\$1.05
Accumulation unit value at end of period	\$1.79	\$1.43	\$1.45	\$1.41	\$1.27	\$1.00	\$0.86	\$0.93	\$0.83	\$0.62
Number of accumulation units outstanding at end of period (000 omitted)	97	131	143	348	493	799	1,082	1,257	38,185	34,319
<b>MFS® Total Return Series – Service Class (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.62	\$1.52	\$1.55	\$1.46	\$1.26	\$1.15	\$1.16	\$1.08	\$0.93	\$1.22
Accumulation unit value at end of period	\$1.78	\$1.62	\$1.52	\$1.55	\$1.46	\$1.26	\$1.15	\$1.16	\$1.08	\$0.93
Number of accumulation units outstanding at end of period (000 omitted)	70	71	72	77	71	74	65	69	69	94
<b>MFS® Utilities Series – Service Class (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.78	\$2.55	\$3.05	\$2.76	\$2.34	\$2.11	\$2.02	\$1.81	\$1.39	\$2.28
Accumulation unit value at end of period	\$3.13	\$2.78	\$2.55	\$3.05	\$2.76	\$2.34	\$2.11	\$2.02	\$1.81	\$1.39
Number of accumulation units outstanding at end of period (000 omitted)	19	19	20	42	41	41	43	55	58	91
<b>Morgan Stanley VIF Global Real Estate Portfolio, Class II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$0.95	\$0.94	\$0.97	\$0.87	\$0.86	\$0.68	\$0.77	\$0.64	\$0.46	\$0.85
Accumulation unit value at end of period	\$1.02	\$0.95	\$0.94	\$0.97	\$0.87	\$0.86	\$0.68	\$0.77	\$0.64	\$0.46
Number of accumulation units outstanding at end of period (000 omitted)	26	30	34	93	122	179	249	265	8,046	11,790
<b>Morgan Stanley VIF Mid Cap Growth Portfolio, Class II Shares (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.26	\$1.41	\$1.53	\$1.53	\$1.14	\$1.07	\$1.17	\$0.90	\$0.58	\$1.12
Accumulation unit value at end of period	\$1.72	\$1.26	\$1.41	\$1.53	\$1.53	\$1.14	\$1.07	\$1.17	\$0.90	\$0.58
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Oppenheimer Capital Appreciation Fund/VA, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.56	\$1.63	\$1.61	\$1.42	\$1.12	\$1.00	\$1.04	\$0.97	\$0.69	\$1.29
Accumulation unit value at end of period	\$1.94	\$1.56	\$1.63	\$1.61	\$1.42	\$1.12	\$1.00	\$1.04	\$0.97	\$0.69
Number of accumulation units outstanding at end of period (000 omitted)	1,035	1,292	1,419	1,837	2,809	3,669	4,615	6,424	7,178	8,981
<b>Oppenheimer Global Fund/VA, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.86	\$1.90	\$1.86	\$1.86	\$1.49	\$1.26	\$1.40	\$1.24	\$0.90	\$1.54
Accumulation unit value at end of period	\$2.48	\$1.86	\$1.90	\$1.86	\$1.86	\$1.49	\$1.26	\$1.40	\$1.24	\$0.90
Number of accumulation units outstanding at end of period (000 omitted)	61	76	81	82	86	89	113	127	149	169
<b>Oppenheimer Global Strategic Income Fund/VA, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.43	\$1.37	\$1.44	\$1.43	\$1.46	\$1.32	\$1.33	\$1.18	\$1.02	\$1.21
Accumulation unit value at end of period	\$1.49	\$1.43	\$1.37	\$1.44	\$1.43	\$1.46	\$1.32	\$1.33	\$1.18	\$1.02
Number of accumulation units outstanding at end of period (000 omitted)	1,357	1,452	1,724	2,305	3,261	3,563	4,711	6,319	41,343	38,121
<b>Oppenheimer Main Street Small Cap Fund®/VA, Service Shares (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.39	\$2.07	\$2.25	\$2.05	\$1.49	\$1.29	\$1.35	\$1.11	\$0.83	\$1.36
Accumulation unit value at end of period	\$2.68	\$2.39	\$2.07	\$2.25	\$2.05	\$1.49	\$1.29	\$1.35	\$1.11	\$0.83
Number of accumulation units outstanding at end of period (000 omitted)	10	—	20	35	41	41	89	24	25	61
<b>PIMCO VIT All Asset Portfolio, Advisor Class (05/01/2007)</b>										
Accumulation unit value at beginning of period	\$1.21	\$1.09	\$1.23	\$1.24	\$1.27	\$1.12	\$1.12	\$1.01	\$0.85	\$1.03
Accumulation unit value at end of period	\$1.35	\$1.21	\$1.09	\$1.23	\$1.24	\$1.27	\$1.12	\$1.12	\$1.01	\$0.85
Number of accumulation units outstanding at end of period (000 omitted)	182	216	259	398	496	620	718	853	20,192	30,027
<b>Templeton Global Bond VIP Fund – Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.88	\$1.86	\$1.98	\$1.98	\$1.99	\$1.76	\$1.81	\$1.61	\$1.38	\$1.33
Accumulation unit value at end of period	\$1.88	\$1.88	\$1.86	\$1.98	\$1.98	\$1.99	\$1.76	\$1.81	\$1.61	\$1.38
Number of accumulation units outstanding at end of period (000 omitted)	1,101	1,230	1,376	1,692	2,275	2,493	3,114	4,186	21,774	22,313
<b>Templeton Growth VIP Fund – Class 2 (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$1.44	\$1.34	\$1.46	\$1.53	\$1.19	\$1.00	\$1.10	\$1.04	\$0.81	\$1.44
Accumulation unit value at end of period	\$1.68	\$1.44	\$1.34	\$1.46	\$1.53	\$1.19	\$1.00	\$1.10	\$1.04	\$0.81
Number of accumulation units outstanding at end of period (000 omitted)	19	20	20	21	53	69	103	119	114	115



**Variable account charges of 1.90% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Variable Portfolio – Aggressive Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.47	\$1.41	\$1.45	\$1.40	\$1.18	\$1.06	\$1.11	\$1.00	—	—
Accumulation unit value at end of period	\$1.71	\$1.47	\$1.41	\$1.45	\$1.40	\$1.18	\$1.06	\$1.11	—	—
Number of accumulation units outstanding at end of period (000 omitted)	197	217	276	642	692	500	242	2,128	—	—
<b>Variable Portfolio – Aggressive Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.47	\$1.41	\$1.45	\$1.40	\$1.18	\$1.06	\$1.11	\$1.00	—	—
Accumulation unit value at end of period	\$1.71	\$1.47	\$1.41	\$1.45	\$1.40	\$1.18	\$1.06	\$1.11	—	—
Number of accumulation units outstanding at end of period (000 omitted)	7,175	9,851	13,650	15,891	21,576	27,031	37,081	45,459	—	—
<b>Variable Portfolio – Conservative Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.14	\$1.12	\$1.15	\$1.12	\$1.11	\$1.05	\$1.04	\$1.00	—	—
Accumulation unit value at end of period	\$1.20	\$1.14	\$1.12	\$1.15	\$1.12	\$1.11	\$1.05	\$1.04	—	—
Number of accumulation units outstanding at end of period (000 omitted)	224	545	1,636	1,585	2,427	2,883	3,605	2,840	—	—
<b>Variable Portfolio – Conservative Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.14	\$1.12	\$1.15	\$1.12	\$1.11	\$1.05	\$1.04	\$1.00	—	—
Accumulation unit value at end of period	\$1.20	\$1.14	\$1.12	\$1.15	\$1.12	\$1.11	\$1.05	\$1.04	—	—
Number of accumulation units outstanding at end of period (000 omitted)	4,256	6,802	8,845	11,189	22,543	33,878	37,774	34,075	—	—
<b>Variable Portfolio – Managed Risk Fund (Class 2) (09/18/2017)</b>										
Accumulation unit value at beginning of period	\$1.00	—	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.03	—	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – Managed Risk U.S. Fund (Class 2) (09/18/2017)</b>										
Accumulation unit value at beginning of period	\$1.00	—	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.04	—	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Conservative Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.00	\$0.99	\$1.02	\$1.00	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.06	\$1.00	\$0.99	\$1.02	\$1.00	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	1,571	3,153	1,759	1,710	256	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Conservative Growth Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.01	\$1.00	\$1.04	\$1.01	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.10	\$1.01	\$1.00	\$1.04	\$1.01	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	5,915	7,358	8,743	6,866	1,870	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Growth Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.02	\$1.00	\$1.06	\$1.03	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.17	\$1.02	\$1.00	\$1.06	\$1.03	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	11,841	13,171	14,007	13,017	1,196	—	—	—	—	—
<b>Variable Portfolio – Managed Volatility Moderate Growth Fund (Class 2) (11/18/2013)</b>										
Accumulation unit value at beginning of period	\$1.02	\$1.00	\$1.05	\$1.02	\$1.00	—	—	—	—	—
Accumulation unit value at end of period	\$1.14	\$1.02	\$1.00	\$1.05	\$1.02	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	34,129	41,727	42,802	33,518	2,310	—	—	—	—	—
<b>Variable Portfolio – Moderate Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.31	\$1.28	\$1.31	\$1.27	\$1.16	\$1.07	\$1.09	\$1.00	—	—
Accumulation unit value at end of period	\$1.46	\$1.31	\$1.28	\$1.31	\$1.27	\$1.16	\$1.07	\$1.09	—	—
Number of accumulation units outstanding at end of period (000 omitted)	2,642	2,809	3,357	3,717	4,104	4,950	4,056	2,407	—	—
<b>Variable Portfolio – Moderate Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.31	\$1.28	\$1.31	\$1.27	\$1.16	\$1.07	\$1.09	\$1.00	—	—
Accumulation unit value at end of period	\$1.46	\$1.31	\$1.28	\$1.31	\$1.27	\$1.16	\$1.07	\$1.09	—	—
Number of accumulation units outstanding at end of period (000 omitted)	66,911	75,428	85,354	105,569	144,525	168,701	206,439	248,214	—	—
<b>Variable Portfolio – Moderately Aggressive Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.39	\$1.35	\$1.38	\$1.34	\$1.18	\$1.07	\$1.10	\$1.00	—	—
Accumulation unit value at end of period	\$1.58	\$1.39	\$1.35	\$1.38	\$1.34	\$1.18	\$1.07	\$1.10	—	—
Number of accumulation units outstanding at end of period (000 omitted)	2,098	2,279	2,289	2,467	3,113	2,106	1,555	774	—	—
<b>Variable Portfolio – Moderately Aggressive Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.39	\$1.35	\$1.38	\$1.34	\$1.18	\$1.07	\$1.11	\$1.00	—	—
Accumulation unit value at end of period	\$1.59	\$1.39	\$1.35	\$1.38	\$1.34	\$1.18	\$1.07	\$1.11	—	—
Number of accumulation units outstanding at end of period (000 omitted)	27,353	33,432	41,095	50,925	66,694	86,581	118,725	154,365	—	—
<b>Variable Portfolio – Moderately Conservative Portfolio (Class 2) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.22	\$1.20	\$1.22	\$1.19	\$1.13	\$1.06	\$1.06	\$1.00	—	—
Accumulation unit value at end of period	\$1.32	\$1.22	\$1.20	\$1.22	\$1.19	\$1.13	\$1.06	\$1.06	—	—
Number of accumulation units outstanding at end of period (000 omitted)	761	861	833	1,314	2,457	3,949	2,095	1,480	—	—

**Variable account charges of 1.90% of the daily net assets of the variable account. (continued)**

Year ended Dec. 31,	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
<b>Variable Portfolio – Moderately Conservative Portfolio (Class 4) (05/07/2010)</b>										
Accumulation unit value at beginning of period	\$1.23	\$1.20	\$1.23	\$1.19	\$1.14	\$1.06	\$1.06	\$1.00	—	—
Accumulation unit value at end of period	\$1.32	\$1.23	\$1.20	\$1.23	\$1.19	\$1.14	\$1.06	\$1.06	—	—
Number of accumulation units outstanding at end of period (000 omitted)	9,412	11,720	13,127	16,596	22,248	28,639	34,697	43,744	—	—
<b>Variable Portfolio – Partners Small Cap Value Fund (Class 3) (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.18	\$1.77	\$1.99	\$1.99	\$1.50	\$1.35	\$1.44	\$1.18	\$0.88	\$1.31
Accumulation unit value at end of period	\$2.29	\$2.18	\$1.77	\$1.99	\$1.99	\$1.50	\$1.35	\$1.44	\$1.18	\$0.88
Number of accumulation units outstanding at end of period (000 omitted)	1,000	1,162	1,489	1,881	2,573	3,627	4,585	6,248	9,697	11,631
<b>Variable Portfolio – U.S. Flexible Conservative Growth Fund (Class 2) (11/14/2016)</b>										
Accumulation unit value at beginning of period	\$1.00	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.10	\$1.00	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – U.S. Flexible Growth Fund (Class 2) (11/14/2016)</b>										
Accumulation unit value at beginning of period	\$1.03	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.20	\$1.03	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Variable Portfolio – U.S. Flexible Moderate Growth Fund (Class 2) (11/14/2016)</b>										
Accumulation unit value at beginning of period	\$1.02	\$1.00	—	—	—	—	—	—	—	—
Accumulation unit value at end of period	\$1.15	\$1.02	—	—	—	—	—	—	—	—
Number of accumulation units outstanding at end of period (000 omitted)	—	—	—	—	—	—	—	—	—	—
<b>Wanger International (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.26	\$2.34	\$2.38	\$2.54	\$2.11	\$1.77	\$2.11	\$1.72	\$1.17	\$2.20
Accumulation unit value at end of period	\$2.95	\$2.26	\$2.34	\$2.38	\$2.54	\$2.11	\$1.77	\$2.11	\$1.72	\$1.17
Number of accumulation units outstanding at end of period (000 omitted)	362	431	487	627	815	1,135	1,529	1,843	8,675	12,927
<b>Wanger USA (04/30/2004)</b>										
Accumulation unit value at beginning of period	\$2.25	\$2.02	\$2.07	\$2.01	\$1.53	\$1.30	\$1.38	\$1.14	\$0.81	\$1.38
Accumulation unit value at end of period	\$2.64	\$2.25	\$2.02	\$2.07	\$2.01	\$1.53	\$1.30	\$1.38	\$1.14	\$0.81
Number of accumulation units outstanding at end of period (000 omitted)	488	604	738	1,023	1,416	2,019	2,605	3,655	12,068	12,713

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