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Prospectus May 2015

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This prospectus describes information you should know before you purchase a Partners Variable Annuity Series^{SM} variable annuity. The prospectus describes a contract between each owner and joint owner ("you") and Transamerica Life Insurance Company or Transamerica Financial Life Insurance Company ("us," "we," "our" or "Company"). This is an individual, deferred, flexible premium variable annuity. This variable annuity allows you to allocate your premium payments among the fixed account (if available) and the underlying fund portfolios.

This prospectus also refers to the following share classes: B-Share, C-Share, L-Share and X-Share. A share class will be selected on your application and identified in your policy.

This prospectus and the underlying fund prospectuses give you important information about the policies and the underlying fund portfolios. Please read them carefully before you invest and keep them for future reference. You can also contact us to get a Statement of Additional Information (SAI) free of charge. The SAI contains more information about this policy. A registration statement, including the SAI, has been filed with the Securities and Exchange Commission (SEC) and the SAI is incorporated herein by reference. The prospectus and SAI can also be obtained from the SEC's website (www.sec.gov). The table of contents of the SAI is included at the end of this prospectus. **The Securities and Exchange Commission has not approved or disapproved these securities, or passed upon the adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

If you elect the X-Share, we will add a credit to your policy value for each premium payment that you make. Generally, an annuity with a premium enhancement will have higher overall expenses than a similar annuity without a premium enhancement; the amount credited under the premium enhancement may be more than offset by the additional fees and charges associated with the premium enhancement. You should always consider the expenses along with the features and enhancements to be sure that any annuity meets your financial needs and goals.

This variable annuity may not be suitable for everyone. This variable annuity may not be appropriate for people who do not have a long investment time horizon and is not appropriate for people who intend to engage in market timing. You will get **no additional tax advantage** from this variable annuity if you are investing in a variable annuity through a tax-advantaged retirement plan (such as a 401(k) plan or Individual Retirement Account ("IRA")). This prospectus is not intended to provide tax, accounting or legal advice.

We are not an investment adviser nor are we registered as such with the SEC or any state securities regulatory authority. We are not acting in any fiduciary capacity with respect to your policy nor are we acting in any capacity on behalf of any tax-advantaged retirement plan. This information does not constitute personalized investment advice or financial planning advice.

Prospectus Date: May 1, 2015
Statement of Additional Information Date: May 1, 2015

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

The subaccounts available under this policy invest in the following underlying fund portfolios:

SUBACCOUNT	UNDERLYING FUND PORTFOLIO
AB Balanced Wealth Strategy Portfolio - Class B	AB Balanced Wealth Strategy Portfolio - Class B
AB Growth and Income Portfolio – Class B	AB Growth and Income Portfolio – Class B
American Funds - Asset Allocation Fund℠ - Class 2	American Funds - Asset Allocation Fund℠ - Class 2
American Funds - Growth Fund℠ - Class 2	American Funds - Growth Fund℠ - Class 2
American Funds - Growth-Income Fund℠ - Class 2	American Funds - Growth-Income Fund℠ - Class 2
American Funds - International Fund℠ - Class 2	American Funds - International Fund℠ - Class 2
Fidelity VIP Balanced Portfolio - Service Class 2	Fidelity VIP Balanced Portfolio - Service Class 2
Fidelity VIP Contrafund® Portfolio – Service Class 2	Fidelity VIP Contrafund® Portfolio – Service Class 2
Fidelity VIP Mid Cap Portfolio – Service Class 2	Fidelity VIP Mid Cap Portfolio – Service Class 2
Fidelity VIP Value Strategies Portfolio – Service Class 2	Fidelity VIP Value Strategies Portfolio – Service Class 2
GE Investments Total Return Fund - Class 3	GE Investments Total Return Fund - Class 3
TA Aegon Money Market - Service Class	Transamerica Aegon Money Market VP – Service Class
TA Aegon Tactical Vanguard ETF - Balanced - Service Class	Transamerica Aegon Active Asset Allocation - Moderate VP - Service Class
TA Aegon U.S. Government Securities - Service Class	Transamerica Aegon U.S. Government Securities VP – Service Class
TA American Funds Managed Risk - Balanced - Service Class	Transamerica American Funds Managed Risk VP - Service Class
TA Barrow Hanley Dividend Focused - Service Class	Transamerica Barrow Hanley Dividend Focused VP – Service Class
TA BlackRock Global Allocation - Service Class	Transamerica BlackRock Global Allocation VP - Service Class
TA BlackRock Tactical Allocation - Service Class	Transamerica BlackRock Tactical Allocation VP - Service Class
TA Clarion Global Real Estate Securities - Service Class	Transamerica Clarion Global Real Estate Securities VP – Service Class
TA JPMorgan Enhanced Index - Service Class	Transamerica JPMorgan Enhanced Index VP – Service Class
TA JPMorgan Mid Cap Value - Service Class	Transamerica JPMorgan Mid Cap Value VP – Service Class
TA Jennison Growth - Service Class	Transamerica Jennison Growth VP – Service Class
TA Legg Mason Dynamic Allocation - Balanced - Service Class	Transamerica Legg Mason Dynamic Allocation - Balanced VP - Service Class
TA MFS International Equity - Service Class	Transamerica MFS International Equity VP – Service Class
TA Morgan Stanley Capital Growth - Service Class	Transamerica Morgan Stanley Capital Growth VP – Service Class
TA Morgan Stanley Mid Cap Growth - Service Class	Transamerica Morgan Stanley Mid-Cap Growth VP – Service Class
TA Multi-Manager Alternative Strategies	Transamerica Multi-Manager Alternative Strategies VP
TA PIMCO Total Return - Service Class	Transamerica PIMCO Total Return VP – Service Class
TA Systematic Small Mid Cap Value - Service Class	Transamerica Systematic Small/Mid Cap Value VP – Service Class
TA T. Rowe Price Small Cap - Service Class	Transamerica T. Rowe Price Small Cap VP – Service Class
TA TS&W International Equity - Service Class	Transamerica TS&W International Equity VP – Service Class
TA Torray Concentrated Growth - Service Class	Transamerica Torray Concentrated Growth VP – Service Class
TA Vanguard ETF - Balanced - Service Class	Transamerica Vanguard ETF Portfolio - Balanced VP - Service Class
TA Vanguard ETF - Conservative - Service Class	Transamerica Vanguard ETF Portfolio - Conservative VP - Service Class
TA Vanguard ETF - Growth - Service Class	Transamerica Vanguard ETF Portfolio - Growth VP - Service Class
TA Voya Balanced Allocation - Service Class	Transamerica Voya Balanced Allocation VP - Service Class
TA Voya Conservative Allocation - Service Class	Transamerica Voya Conservative Allocation VP - Service Class
TA Voya Intermediate Bond - Service Class	Transamerica Voya Intermediate Bond VP - Service Class
TA Voya Large Cap Growth - Service Class	Transamerica Voya Large Cap Growth VP - Service Class
TA Voya Limited Maturity Bond	Transamerica Voya Limited Maturity Bond VP - Service Class
TA Voya Mid Cap Opportunities - Service Class	Transamerica Voya Mid Cap Opportunities VP - Service Class
TA Voya Moderate Growth Allocation - Service Class	Transamerica Voya Moderate Growth Allocation VP - Service Class

SUBACCOUNT	UNDERLYING FUND PORTFOLIO
TA WMC US Growth - Service Class	Transamerica WMC US Growth VP – Service Class
Voya Global Perspectives - Class S	Voya Global Perspectives - Class S
Voya Large Cap Value - Class S	Voya Large Cap Value - Class S
Voya Strategic Allocation Conservative - Class S	Voya Strategic Allocation Conservative - Class S
Voya Strategic Allocation Moderate - Class S	Voya Strategic Allocation Moderate - Class S

TABLE OF CONTENTS

INTRODUCTION — **1**
FEE TABLE AND EXPENSE EXAMPLES — **2**
THE ANNUITY — **7**
PURCHASE — **7**
- Policy Issue Requirements — 7
- Premium Payments — 7
- Policy Value — 9

INVESTMENT OPTIONS — **9**
- Selection of Underlying Fund Portfolios — 10
- Addition, Deletion, or Substitution of Investment Options — 10
- The Fixed Account — 11
- Transfers — 12
- Market Timing and Disruptive Trading — 12
- Investment Restrictions — 14

EXPENSES — **15**
- Surrender Charges — 15
- Excess Interest Adjustment — 16
- Mortality and Expense Risk Fees — 16
- Premium Taxes — 16
- Federal, State and Local Taxes — 16
- Special Service Fees — 16
- Transfer Fee — 16
- Service Charge — 16
- Administrative Charges — 17
- Fund Facilitation Fee — 17
- Optional Benefits — 17
- Portfolio Fees and Expenses — 17
- Reduced Fees and Charges — 17
- Revenue We Receive — 17

ACCESS TO YOUR MONEY — **19**
- Surrenders — 19
- Delay of Payment and Transfers — 19
- Excess Interest Adjustment — 20
- Signature Guarantee — 20

ANNUITY PAYMENTS (THE INCOME PHASE) — **21**
- Annuity Payment Options — 21

DEATH BENEFIT — **22**
- When We Pay A Death Benefit — 23
- When We Do Not Pay A Death Benefit — 23
- Deaths After the Annuity Commencement Date — 23
- Succession of Ownership — 24
- Spousal Continuation — 24
- Amount of Death Benefit — 24
- Guaranteed Minimum Death Benefit — 24
- Adjusted Partial Surrender — 26

TAX INFORMATION — **26**
ADDITIONAL FEATURES — **34**
- Systematic Payout Option — 34
- Liquidity Rider — 34
- Additional Death Distribution — 35
- Additional Death Distribution+ — 36
- Nursing Care and Terminal Condition Waiver — 37
- Unemployment Waiver — 37
- Telephone and Electronic Transactions — 38
- Dollar Cost Averaging Program — 38
- Asset Rebalancing — 39
- Guaranteed Lifetime Withdrawal Benefits — 39
- Guaranteed Principal Solution℠ Rider — 39
- Retirement Income Max® Rider — 45
- Retirement Income Choice® 1.6 Rider — 51

OTHER INFORMATION — **60**
- State Variations — 60
- Ownership — 61
- Beneficiary — 61
- Right to Cancel Period — 61
- Assignment — 61
- Termination for Low Value — 61
- Sending Forms and Transaction Requests in Good Order — 61
- Regulatory Modifications to Policy — 62
- Certain Offers — 62
- Mixed and Shared Funding — 62
- Exchanges and/or Reinstatements — 62
- Voting Rights — 63
- Abandoned or Unclaimed Property — 63
- Legal Proceedings — 63
- Cyber Security — 63
- Information About Us — 64
- Financial Condition — 64
- The Separate Account — 65
- The Funds — 65
- Other Transamerica Policies — 65
- Distribution of the Policies — 65

TABLE OF CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION — **67**
GLOSSARY OF TERMS — **68**
APPENDIX
UNDERLYING FUND PORTFOLIOS ASSOCIATED WITH THE SUBACCOUNTS — **70**
APPENDIX
DESIGNATED INVESTMENT OPTIONS — **73**
APPENDIX
CONDENSED FINANCIAL INFORMATION — **75**
- **B-SHARE** — **75**
- **C-SHARE** — **78**
- **L-SHARE** — **81**
- **X-SHARE** — **84**

APPENDIX
EXCESS INTEREST ADJUSTMENT EXAMPLES — **88**

TABLE OF CONTENTS continued

APPENDIX
DEATH BENEFIT 91
APPENDIX
ADDITIONAL DEATH DISTRIBUTION RIDER 93
APPENDIX
ADDITIONAL DEATH DISTRIBUTION+ RIDER 94
APPENDIX
GUARANTEED LIFETIME WITHDRAWAL BENEFIT COMPARISON TABLE 95
APPENDIX
GUARANTEED PRINCIPAL SOLUTION℠ RIDER ADJUSTED PARTIAL WITHDRAWALS 98
APPENDIX
PAM METHOD TRANSFERS 103
APPENDIX
HYPOTHETICAL ADJUSTED PARTIAL SURRENDERS - GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS 105
APPENDIX
HYPOTHETICAL EXAMPLE OF THE WITHDRAWAL BASE CALCULATION - RETIREMENT INCOME MAX® RIDER 109

INTRODUCTION

How to buy this variable annuity

√ CHOOSE A SHARE CLASS[1]

	Qualified Policy[2,3] Minimum Initial Deposit	Non-Qualified Policy Minimum Initial Deposit[4]	Surrender Charge Period	Mortality & Expense Risk and Administrative Charges
B-Share	$1,000	$5,000	7 years	1.15%
C-Share	$1,000	$5,000	none	1.55%
L-Share	$1,000	$5,000	4 years	1.50%
X-Share	$1,000	$5,000	9 years	1.50%

(1) This table does not show underlying fund portfolio expenses, annual service charge and optional rider fees. Each share class has its own minimum policy value requirements. Not all share classes may be available through your financial intermediary.

(2) We currently issue new policies to the following plans: Traditional IRAs, Roth IRAs, SIMPLE IRAs, SEP-IRAs, 457(f) plans (in certain circumstances) and Section 401(a) plans (including profit sharing plans, defined benefit pension plans, defined contribution pension plans, 401(k) plans, combination defined benefit/contribution plans).

(3) Includes anticipated premium at time of application from transfers or rollovers as indicated on your application or electronic order form.

(4) Includes anticipated premium at time of application from 1035 exchanges as indicated on your application or electronic order form.

√ CHOOSE INVESTMENT OPTIONS

- Subaccounts - Funds representing a range of investment strategies, objectives and asset classes.
- Fixed Account - A fixed interest account (if available).

Subject to limitations, you may move your policy value among each of these investment options.

√ CHOOSE OPTIONAL GUARANTEED BENEFITS (IF DESIRED)*

Lifetime Withdrawal Benefits	Guaranteed Principal Solution SM(1, 2) Retirement Income Max®(1) Retirement Income Choice® 1.6(1, 3)
Death Benefits	Return of Premium(1) Annual Step-Up(1) Additional Death Distribution(1) Additional Death Distribution +(1)
Liquidity Rider (only with B-Share Class)	Liquidity Rider

(1) Investment or other restrictions may apply

(2) Also includes an accumulation benefit.

(3) Also includes an optional death benefit.

* Additional fees apply. Optional benefits may not be available for all policies, in all states, at all times or through all financial intermediaries.

√ COMPLETE OUR APPLICATION OR ORDER FORM

√ PAY THE APPLICABLE MINIMUM INITIAL DEPOSIT

FEE TABLE AND EXPENSE EXAMPLES

The following describes the fees and expenses that you will pay when buying, owning, and surrendering the policy. We have included any applicable fees and expenses that differ based on share class. **Please be certain to review the notes following the fee table and expense examples for further information about the fees and charges presented.** The order of the notes follows the order in which the fees and charges under the policy are presented in the fee tables and the expense examples.

The fee table applies only to the accumulation phase and reflects the maximum charges unless otherwise noted. During the income phase the fees may be different than those described in the Fee Table. *See* EXPENSES.

The first section describes the fees and expenses that you will pay at the time that you buy the policy, surrender the policy, or transfer cash value between investment options. State premium taxes may also be deducted. Excess interest adjustments may be made to amounts surrendered, transferred or applied to annuity payment options from cash value from the fixed account. (All fees are maximum for purchases made while this prospectus is effective unless otherwise noted.)

	B-Share	C-Share	L-Share	X-Share
Owner Transaction Expenses:				
Front-End Sales Load On Purchase Payments	0%	0%	0%	0%
Contingent Deferred Surrender Charges (as a percentage of premium surrendered)				
Number of Years Since Premium Payment Date				
Year 1	8%	0%	8%	9%
Year 2	8%	0%	8%	8%
Year 3	7%	0%	7%	7%
Year 4	6%	0%	6%	6%
Year 5	5%	0%	0%	5%
Year 6	4%	0%	0%	4%
Year 7	3%	0%	0%	3%
Year 8	0%	0%	0%	2%
Year 9	0%	0%	0%	1%
Year 10+	0%	0%	0%	0%
Transfer Fee	$0-$10	$0-$10	$0-$10	$0-$10
Special Service Fee	$0-$50*	$0-$50*	$0-$50*	$0-$50*

* $0 - $25 for policies issued prior to May 1, 2015.

The next section describes the fees and expenses that you will pay periodically during the time that you own the policy, not including portfolio fees and expenses. (All fees are maximum for purchases made while this prospectus is effective unless otherwise noted.)

Classes	B-Share	C-Share	L-Share	X-Share
Annual Service Charge	$0-$50	$0-$50	$0-$50	$0-$50
Separate Account Annual Expenses (as a percentage, annually, of average separate account value):				
Mortality and Expense Risk Fee	1.00%	1.40%	1.35%	1.35%
Administrative Charge	0.15%	0.15%	0.15%	0.15%
Total Base Separate Account Annual Expenses	1.15%	1.55%	1.50%	1.50%
Optional Separate Account Expenses:				
Return of Premium Death Benefit	0.15%	0.15%	0.15%	0.15%
Annual Step-Up Death Benefit	0.35%	0.35%	0.35%	0.35%
Fund Facilitation Fee	0.30%	0.30%	0.30%	0.30%
Liquidity Rider (only available with B-Share)	0.50%	—	—	—
Total Separate Account Annual Expenses with Highest Optional Separate Account Expenses	2.30%	2.20%	2.15%	2.15%

Classes	B-Share	C-Share	L-Share	X-Share
Optional Death Benefit Riders:				
Additional Death Distribution (annual charge based on policy value)	0.25%	0.25%	0.25%	0.25%
Additional Death Distribution + (annual charge based on policy value)	0.55%	0.55%	0.55%	0.55%

	Maximum	Current
Optional Guaranteed Lifetime Withdrawal Benefit Riders:		
Guaranteed Principal Solution℠ (aka Living Benefits Rider) (annual charge - % of Principal Back Total Withdrawal Base)	1.25%	1.25%
Retirement Income Max® (annual charge - % of Withdrawal Base)	2.00%	1.25%
Retirement Income Choice® 1.6 (annual charge - % of Withdrawal Base) (for riders issued on or after May 1, 2014)		
Base Benefit Designated Allocation Group A	2.20%	1.45%
Base Benefit Designated Allocation Group B	1.85%	1.10%
Base Benefit Designated Allocation Group C	1.45%	0.70%
Additional Benefits available with Retirement Income Choice® 1.6 rider:		
Death Benefit - (Single Life Option)	0.40%	0.40%
Death Benefit - (Joint Life Option)	0.35%	0.35%
Income Enhancement℠ - (Single Life Option - Not available in NY)	0.30%	0.30%
Income Enhancement℠ - (Joint Life Option - Not available in NY)	0.50%	0.50%
Retirement Income Choice® 1.6 (annual charge - % of Withdrawal Base) (for riders issued prior to May 1, 2014)		
Base Benefit Designated Allocation Group A	2.30%	1.55%
Base Benefit Designated Allocation Group B	1.85%	1.10%
Base Benefit Designated Allocation Group C	1.45%	0.70%
Additional Benefits available with Retirement Income Choice® 1.6 rider:		
Death Benefit - (Single Life Option)	0.40%	0.40%
Death Benefit - (Joint Life Option)	0.35%	0.35%
Income Enhancement℠ - (Single Life Option - Not available in NY)	0.30%	0.30%
Income Enhancement℠ - (Joint Life Option - Not available in NY)	0.50%	0.50%

The next section shows the lowest and highest total operating expenses charged by the underlying fund portfolios for the year ended December 31, 2014 (before any fee waiver or expense reimbursements). Expenses may be higher or lower in future years. More detail concerning each portfolio's fees and expenses is contained in the prospectus for each portfolio.

Total Portfolio Annual Operating Expenses (Expenses that are deducted from portfolio assets, including management fees, distribution and/or service 12b-1 fees, and other expenses):	
Lowest Gross	0.54%
Highest Gross	10.38%

The following Examples are intended to help you compare the cost of investing in the policy with the cost of investing in other variable annuity policies. These costs include owner transaction expenses, policy fees, separate account annual expenses, and portfolio fees and expenses.

The Example assumes that you invest $10,000 in the policy for the time periods indicated. The Example also assumes that your policy has a 5% return each year, the highest Total Portfolio Annual Operating Expenses of any of the portfolios for the year ended December 31, 2014, and the base policy with the combination of available optional features or riders with the highest fees and expenses, including the highest Fund Facilitation Fee, Annual Step-Up Death Benefit, Additional Death Distribution+ Rider and Retirement Income Choice® 1.6 Rider - Joint Life with additional Death Benefit and Income Enhancement℠ options (prior to May 1, 2014). Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

Expense Examples:

If the policy is surrendered at the end of the applicable time period:

	B-Share	B-Share w/Liquidity Rider	C-Share	L-Share	X-Share
1 Year	$ 2,171	$ 2,215	$ 1,491	$ 2,203	$ 2,294
3 Years	$ 4,657	$ 4,758	$ 4,118	$ 4,730	$ 4,732
5 Years	$ 6,672	$ 6,321	$ 6,336	$ 6,313	$ 6,766
10 Years	$10,397	$10,424	$10,483	$10,466	$10,469

If the policy is annuitized at the end of the applicable time period or if you do not surrender your policy:

	B-Share	B-Share w/Liquidity Rider	C-Share	L-Share	X-Share
1 Year	$ 1,451	$ 1,495	$ 1,491	$ 1,483	$ 1,484
3 Years	$ 4,027	$ 4,128	$ 4,118	$ 4,100	$ 4,102
5 Years	$ 6,222	$ 6,321	$ 6,336	$ 6,313	$ 6,316
10 Years	$10,397	$10,424	$10,483	$10,466	$10,469

The Example assumes that you invest $10,000 in the policy for the time periods indicated. The Example also assumes that your policy has a 5% return each year, the highest Total Portfolio Annual Operating Expenses of any of the portfolios for the year ended December 31, 2014, and the base policy with the combination of available optional features or riders with the highest fees and expenses, including the highest Fund Facilitation Fee, Annual Step-Up Death Benefit, Additional Death Distribution+ Rider and Retirement Income Choice® 1.6 Rider - Joint Life with additional Death Benefit and Income Enhancement℠ options (on or after May 1, 2014). Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

Expense Examples:

If the policy is surrendered at the end of the applicable time period:

	B-Share	B-Share w/Liquidity Rider	C-Share	L-Share	X-Share
1 Year	$ 2,162	$ 2,206	$ 1,481	$ 2,193	$ 2,285
3 Years	$ 4,631	$ 4,732	$ 4,092	$ 4,704	$ 4,707
5 Years	$ 6,632	$ 6,281	$ 6,296	$ 6,273	$ 6,726
10 Years	$10,330	$10,356	$10,417	$10,400	$10,403

If the policy is annuitized at the end of the applicable time period or if you do not surrender your policy:

	B-Share	B-Share w/Liquidity Rider	C-Share	L-Share	X-Share
1 Year	$ 1,442	$ 1,486	$ 1,481	$ 1,473	$ 1,475
3 Years	$ 4,001	$ 4,102	$ 4,092	$ 4,074	$ 4,077
5 Years	$ 6,182	$ 6,281	$ 6,296	$ 6,273	$ 6,276
10 Years	$10,330	$10,356	$10,417	$10,400	$10,403

Please remember that these Examples are illustrations and do not represent past or future expenses. Your actual expenses may be lower or higher than those reflected in the Examples. Similarly, your rate of return may be more or less than the 5% assumed in the Examples.

For information concerning compensation paid for the sale of the policies, *see* OTHER INFORMATION - Distributor of the Policies.

NOTES TO FEE TABLE AND EXPENSE EXAMPLES

Owner Transaction Expenses:

Maximum Surrender Charge: The surrender charge, if any is imposed, applies to each premium payment, regardless of how policy value is allocated among the investment options. The surrender charge decreases based on the number of years since the premium payment was made.

Transfer Fee: The transfer fee, if any is imposed, applies to each policy, regardless of how policy value is allocated among the investment options. There is no fee for the first 12 transfers per policy year. For additional transfers, we may charge a fee of $10 per transfer.

Special Service Fees: We may deduct a charge for special services, including overnight delivery; duplicate policies; non-sufficient checks on new business; duplicate Form 1099 and Form 5498 tax forms; duplicate disclosure documents and semi-annual reports; check copies; printing and mailing previously submitted forms; and asset verification requests from mortgage companies. We may charge a fee for each service performed. In addition, we may consider as special services customer initiated changes, modifications and transactions which are submitted in such a manner as to require us to incur additional processing costs.

Annual Service Charge:

The maximum annual service charge is $50 per policy. In no event will the service charge exceed 2% of the policy value or the maximum amount.

Criteria for Potential Waiver	Potential Waiver Amount*
Policy Value or sum of all premium payments less all withdrawals:	
$50,000 thru $249,999.99	up to $35
$250,000 or more	up to $50
Participation in e-delivery program	up to $15

* In no event will we waive in the aggregate more than the actual annual service charge for any policy year.

Separate Account Annual Expenses:

Mortality and Expense Risk Fee: The mortality and expense risk fee shown is for the accumulation phase with the base death benefit. During the income phase, the mortality and expense risk fee is at an annual rate of 1.25%.

Optional Separate Account Expenses: Any optional separate account expense is in addition to the mortality and expense risk and administrative fees.

Fund Facilitation Fee: This daily fee is applied only to policy value in the subaccounts invested in:

Fund	Annualized Fee %
American Funds - Asset Allocation Fund - Class 2; American Funds - Growth Fund - Class 2; American Funds Growth-Income Fund - Class 2; American Funds International Fund - Class 2	0.30%
AllianceBernstein Balanced Wealth Strategy Portfolio - Class B; GE Investments Total Return Fund - Class 2	0.20%
Voya Global Perspectives - Class S; Voya Large Cap Value - Class S; Voya Strategic Allocation Conservative - Class S; Voya Strategic Allocation Moderate - Class S	0.14%

We charge a fund facilitation fee in order to make certain subaccounts available as investment choices under the policies. We apply the fee to subaccounts that invest in underlying funds that do not provide us with the amount of revenue we require in order for us to meet our expenses and revenue targets. This fee is assessed daily based on the net asset value of subaccounts that we specify.

Liquidity Rider: This fee is only charged for the first four policy years.

Total Separate Account Annual Expenses with Highest Optional Separate Account Expenses: This reflects the base separate account expenses, the Annual Step-Up Death Benefit fee, the Fund Facilitation fee, and Liquidity Rider (for the B-Share only), but does not include any Optional Rider Charges. The death benefits are mutually exclusive.

OPTIONAL RIDERS

In some cases, riders to the policy are available that provide optional benefits. There are additional fees (annualized fee charged on a yearly or quarterly basis, depending on the rider) for those riders.

Optional Guaranteed Lifetime Withdrawal Benefit Riders:

Guaranteed Principal Solution℠ Rider - Total Withdrawal Base: We use the total withdrawal base to calculate the maximum annual withdrawal amount. The total withdrawal base on the rider date is the policy value (if X-Share is elected, less any premium enhancement if the rider is added in the first policy year).

Retirement Income Max® Rider and Retirement Income Choice® 1.6 Rider - Withdrawal Base: We use the withdrawal base to calculate the rider withdrawal amount. The withdrawal base on the rider date is the policy value (if the X-Share is elected, less any premium enhancement if the rider is added in the first policy year). For riders issued prior to May 1, 2014, fee information can be found in the “Appendix - Guaranteed Lifetime Withdrawal Benefit Comparison Table”.

Total Portfolio Annual Operating Expenses:

The fee table information relating to the underlying fund portfolios was provided to us by the underlying fund portfolios, their investment advisers or managers, and we have not and cannot independently verify the accuracy or completeness of such information. Actual future expenses of the portfolios may be greater or less than those shown in the Table. “Gross” expense figures do not reflect any fee waivers or expense reimbursements. Actual expenses may have been lower than those shown in the Table.

Expense Examples:

The Example does not reflect premium tax charges, special service fees, or transfer fees. Different fees and expenses not reflected in the Example may be assessed during the income phase of the policy.

THE ANNUITY

This prospectus describes information you should know before you purchase the Partners Variable Annuity Series℠.

An annuity is a contract between you, the owner, and an insurance company (in this case us), where the insurance company promises to pay you an income in the form of annuity payments. These payments begin on a designated date, referred to as the annuity commencement date. Until the annuity commencement date, your annuity is in the accumulation phase and the earnings (if any) are generally tax deferred. Tax deferral means you are not taxed until you take money out of your annuity. After you annuitize, your annuity switches to the income phase.

The policy is a "deferred" annuity. You can use the policy to accumulate funds for retirement or other long-term financial planning purposes. Your individual investment and your rights are determined primarily by your own policy.

The policy is a "flexible premium" annuity because after you purchase it, you can generally make additional premium payments of at least $50 (but not more than the stated maximum total premium payment amount) until the annuity commencement date. You are not required to make any additional premium payments.

The policy is a "variable" annuity because the value of your policy can go up or down based on the performance of your subaccounts. If you invest in the separate account, the amount of money you are able to accumulate in your policy during the accumulation phase depends upon the performance of your subaccounts. You could lose the amount you allocate to the separate account. The amount of annuity payments you receive from the separate account also depends upon the investment performance of your subaccounts for the income phase.

The fixed account may, but is not guaranteed to always, be offered. If the fixed account is offered it will offer interest at a rate(s) that we guarantee will not decrease during the selected guaranteed period. There may be different interest rates for each different guaranteed period that we may offer and that you select.

Do not purchase this policy if you plan to use it, or any of its riders, for resale, speculation, arbitrage, viatication, or any other type of collective investment scheme. Your policy is not intended or designed to be traded on any stock exchange or secondary market. By purchasing this policy, you represent and warrant that you are not using the policy, or any of its riders for resale, speculation, arbitrage, viatication, or any other type of collective investment scheme.

PURCHASE

Policy Issue Requirements

We will not issue a policy unless:

- we receive in good order (*See* OTHER INFORMATION - Sending Forms and Transaction Requests in Good Order) all information needed to issue the policy;
- we receive in good order (at our Administrative Office) a minimum initial premium (including anticipated premiums from 1035 exchanges on nonqualified policies and transfers or rollovers on qualified policies as indicated on your application or electronic order form) payment; and
- the annuitant, owner, and any joint owner are age 89 or younger (the limit may be lower for qualified policies).

Please note, certain riders described herein may require a younger age. Please carefully read the applicable rider sections regarding any age limitations.

We reserve the right to reject any application.

Premium Payments

General. You should make checks for premium payments payable to Transamerica Life Insurance Company or Transamerica Financial Life Insurance Company, as applicable, and send them to the Administrative Office. Your check must be honored in order for us to pay any associated annuity payments and benefits due under the policy.

We do not accept cash. We reserve the right to not accept third party checks. A third party check is a check that is made payable to one person who endorses it and offers it as payment to a second person. Checks should normally be payable to us, however, in some circumstances, at our discretion we may accept third party checks that are from a rollover or transfer from other financial institutions. Any third party checks not accepted by us will be returned.

We reserve the right to reject or accept any form of payment. Any unacceptable forms of payment will be returned.

Initial Premium Requirements. The initial premium payment for nonqualified policies must be at least $5,000 (including anticipated premiums from 1035 exchanges as indicated on your application or electronic order form), and at least $1,000 for qualified policies (including anticipated premiums from transfers or rollovers as indicated on your application or electronic order form). You must obtain our prior approval to purchase a policy with an amount in excess of our maximum premium amount.

Your initial premium payment may not be credited to your policy on the day that you leave your premium payment with your financial intermediary. Your financial intermediary may take up to seven market days to assess whether buying this policy is suitable for you. Your financial intermediary may send us your initial premium payment while they complete this assessment. Your financial intermediary must also ensure that we have all the information needed for us to process your policy. We will not begin to process your policy during this period.

We will first begin our review only once we receive both your initial premium payment and your application (or an electronic order form). We will credit your initial premium payment to your policy within two market days after the market day that we receive your initial premium payment, your application (or order form) and once we determine that your policy information is both complete and in good order. This time period is in addition to the time your financial intermediary may take to complete their part of the process. If we are unable to complete our part of the process within five market days after the market day that we receive your initial premium payment and your application (or electronic order form), then we will notify you or your financial intermediary, if applicable, and explain why we can't process your policy. We will also return your initial premium payment at that time unless you consent to us holding the premium up to 30 days and credit it within two market days after your information is both complete and in good order. If your information is not received in good order within 30 days of your consent to hold the premium, then it will be returned to you.

Neither we nor your financial intermediary are responsible for lost investment opportunities while we each complete our review processes. Any initial premium payments received by us will be held in our general account until credited to your policy. You will not earn interest on your initial premium payment during these review periods.

The date on which we credit your initial premium payment to your policy is generally the policy date. The policy date is used to determine policy years, policy quarters, policy months and policy anniversaries.

Additional Premium Payments. You are not required to make any additional premium payments. However, you can generally make additional premium payments during the accumulation phase. Additional premium payments must be at least $50. After the first policy year, additional premium payments each policy year cannot, in the aggregate, without our prior approval exceed $25,000 for nonqualified policies and the lesser of (1) the IRS maximum contribution limit or (2) $60,000 for qualified policies. We reserve the right to refuse any additional premium payment in excess of these limits, and if you do not obtain prior approval for premiums in excess of the dollar amounts listed above, the business will be deemed not in good order. We will credit additional premium payments to your policy as of the market day we receive your premium and required information in good order at our Administrative Office. Additional premium payments must be received before the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) to get same-day pricing of the additional premium payment.

Maximum Total Premium Payments. For issue ages 0-80, we reserve the right to require prior approval of any cumulative premium payments over $1,000,000 (this includes subsequent premium payments) for policies with the same owner or same annuitant issued by us or an affiliate. For issue ages over 80, we reserve the right to require prior approval of any cumulative premium payments over $500,000 (this includes subsequent premium payments) for policies with the same owner or same annuitant issued by us or an affiliate. If you do not obtain prior approval for premium payments in excess of the dollar amounts listed above, the business will be deemed not in good order.

Allocation of Premium Payments. When you purchase a policy, we will allocate your premium payment to the investment choices you select. Your allocation must be in whole percentages and must total 100%. We will allocate additional premium payments the same way, unless you request a different allocation. You could lose the amount you allocate to the variable subaccounts.

If you allocate premium payments to the Dollar Cost Averaging program (if it is available), you must give us instructions regarding the subaccount(s) to which transfers are to be made or we cannot accept your premium payment.

You may change allocations for future additional premium payments by sending written instructions to our Administrative Office, or by telephone, or other electronic means acceptable to us, subject to the limitations described in ADDITIONAL FEATURES - Telephone and Electronic Transactions, or any other means acceptable to us. The allocation change will apply to premium payments received on or after the date we receive the change request in good order.

We reserve the right to restrict or refuse any premium payment.

Policy Value

You should expect your policy value to change from valuation period to valuation period. A valuation period begins at the close of trading on the New York Stock Exchange on each market day and ends at the close of trading on the next succeeding market day. A market day is each day that the New York Stock Exchange is open for business. The New York Stock Exchange usually closes at 4:00 p.m., Eastern time. Holidays are generally not market days.

Premium Enhancement (X-Share). If you elect the X-Share, an amount equal to the applicable premium enhancement percentage (as set forth below) of the premium payment will be added to the policy value. The amount of the premium enhancement is not considered a premium payment and therefore may not be included in the calculation of certain policy features (such as certain death benefits or living benefits) or in the calculation of fees and charges that are based on premium payments made. The premium enhancement percentage may vary from premium to premium on subsequent premium payments, but will never be less than 0.25% nor more than 7.0%. A confirmation will be sent advising the owner of the amount of premium enhancement applicable to each subsequent premium payment. No premium enhancement will apply if the policy is canceled pursuant to the right to cancel provision.

The premium enhancement percentage is determined by the annuitant's age at the time of each premium payment. The percentage will decrease as the annuitant's attained age increases. The following schedule shows the current premium enhancement percentages:

Annuitant's Age	Premium Enhancement Percentage
0-59	5.5%
60-69	5.0%
70-79	4.0%
80+	2.0%

The current premium enhancement percentages are not guaranteed and, as noted above, may change to as little as 0.25%.

Generally, an annuity with a premium enhancement may have higher expenses than a similar annuity without a premium enhancement. Accordingly, you should always consider the expenses along with the features and enhancements to be sure any annuity meets your financial needs and goals.

There is no specific charge for the premium enhancement. We expect to use a portion of the mortality and expense risk fee, administrative charge and/or the surrender charge to pay the premium enhancement.

Once we have received all necessary regulatory approvals (but not before), we may take back or "recapture" the full dollar amount of any premium enhancement upon the occurrence of any of the following events: (1) exercise of the right to cancel option; (2) exercise of the Nursing Care and Terminal Condition Withdrawal Option or the Unemployment Waiver within one year from the time we apply the premium enhancement; (3) a death benefit is payable within one year from the time we apply the premium enhancement; or (4) annuitization within one year from the time we apply the premium enhancement. In certain circumstances, you might be worse off because of the premium enhancement. This could happen if we recapture the dollar amount of the premium enhancement and the overall investment performance of your policy was negative (if the overall investment performance of your policy was positive you would be better off). Please note, we will begin recapturing as soon as we receive all necessary approvals and will not provide advance notice.

The Internal Revenue Code generally requires that interests in a qualified policy be non-forfeitable, and it is unclear whether the premium enhancement feature is consistent with those requirements. Consult a tax adviser before purchasing the X-Share as a qualified policy.

The premium enhancement may vary for certain policies and may not be available for all policies.

INVESTMENT OPTIONS

This policy offers you a means of investing in various underlying fund portfolios offered by different investment companies (by investing in the corresponding subaccounts). The companies that provide investment advice and administrative services for the underlying fund portfolios offered through this policy are listed in the "Appendix - Underlying Fund Portfolios Associated with the Subaccounts."

The general public may not purchase shares of any of these underlying fund portfolios. The names and investment objectives and policies may be similar to other portfolios managed by the same investment adviser or manager that are sold directly to the public. You should not expect the investment results of the underlying fund portfolios to be the same as those of other portfolios.

More detailed information, including an explanation of the portfolios' fees and investment objectives, may be found in the current prospectuses for the underlying fund portfolios, which accompany this prospectus. You should read the prospectuses for the underlying fund portfolios carefully before you invest.

Note: If you received a summary prospectus for any of the portfolios listed in "Appendix - Portfolios Associated with the Subaccounts", please follow the instructions on the first page of the summary prospectus to obtain a copy of the full fund prospectus or its statement of additional information.

Selection of Underlying Fund Portfolios

The underlying fund portfolios offered through this variable annuity are selected by us, and we may consider various factors, including, but not limited to, asset class coverage, the strength of the adviser's or sub-adviser's reputation and tenure, brand recognition, performance, volatility, hedgeability, and the capability and qualification of each investment firm. Another factor that we may consider is whether the underlying fund portfolio or its service providers (e.g., the investment adviser or sub-advisers) or its affiliates will make payments to us or our affiliates. For additional information about these arrangements, *see* EXPENSES - Revenue We Receive. We review the portfolios periodically and may remove a portfolio, or limit its availability to new premium payments and/or transfers of cash value if we determine that a portfolio no longer satisfies one or more of the selection criteria, and/or if the portfolio has not attracted significant allocations from owners. We have included the Transamerica Series Trust ("TST") underlying fund portfolios at least in part because they are managed by one of our affiliates, Transamerica Asset Management, Inc. ("TAM").

We have developed this variable annuity in cooperation with one or more distributors, and may include certain underlying fund portfolios based on their recommendations. Their selection criteria may differ from our selection criteria.

You are responsible for choosing the subaccounts which invest in the underlying fund portfolios, and the amounts allocated to each, that are appropriate for your own individual circumstances and your investment goals, financial situation, and risk tolerance. Because investment risk is borne by you, decisions regarding investment allocations should be carefully considered. We do not recommend or endorse any particular underlying fund portfolio and we do not provide investment advice.

In making your investment selections, we encourage you to thoroughly investigate all of the information regarding the underlying fund portfolios that are available to you, including each underlying fund portfolio's prospectus, statement of additional information and annual and semi-annual reports. Other sources such as the fund's website provide more current information, including information about any regulatory actions or investigations relating to a fund or underlying fund portfolio. After you select underlying fund portfolios for your initial premium payment, you should monitor and periodically re-evaluate your allocations to determine if they are still appropriate.

You bear the risk of any decline in the cash value of your policy resulting from the performance of the underlying fund portfolios you have chosen.

We do not guarantee that any of the subaccounts will always be available for premium payments, allocations, or transfers. We will not add, delete or substitute any underlying fund portfolio shares attributable to your interest in a subaccount without notice to you and prior approval of the SEC, to the extent required by the 1940 Act or other applicable law.

We reserve the right to limit the number of subaccounts you are invested in at any one time.

If you elect certain optional riders, you will be subject to investment restrictions. In the future, we may change the investment restrictions.

Not all subaccounts may be available for all policies.

Addition, Deletion, or Substitution of Investment Options

We cannot and do not guarantee that any of the subaccounts will always be available for premium payments, allocations, or transfers. We retain the right, subject to any applicable law, to make certain changes to the separate account and its investment options. We reserve the right to add new portfolios (or portfolio classes) or close existing portfolios (or portfolio classes). We also reserve the right to eliminate the shares of any portfolio held by a subaccount and to substitute shares of another portfolio of the underlying fund portfolios, or of another registered open-end management investment company for the shares of any portfolio, if the shares of the portfolio are no longer available for investment or if, in our judgment, investment in any portfolio would be inappropriate in view of the purposes of the separate account. To the extent required by the 1940 Act, as amended, substitutions of shares attributable to your interest in a subaccount will not be made without prior notice to you and the prior approval of the SEC. Nothing contained herein shall prevent the separate account from purchasing other securities for other series or classes of variable annuity policies, or from affecting an exchange between series or classes of variable annuity policies on the basis of your requests.

New subaccounts may be established when, in our sole discretion, marketing, tax, investment or other conditions warrant. Any new subaccounts may be made available to existing owners on a basis to be determined by us. Each additional subaccount will purchase shares in an underlying fund portfolio, or other investment vehicle. We may also close or liquidate one or more subaccounts if, in our sole discretion, marketing, tax, investment or other conditions warrant such change. In the event any subaccount is closed or liquidated, we will notify you and request a reallocation of the amounts invested in the closed or liquidated subaccount. If we do not receive additional instructions, any subsequent premium payments, or transfers (including Dollar Cost Averaging transactions or asset rebalance programs transactions) into a closed subaccount will be re-allocated to the remaining available investment options according to the investment allocation instructions you previously provided. If your previous investment allocation instructions do not include any available investment options, we will require new instructions. If we do not receive new instructions, the requested transaction will be canceled and any premium payment will be returned. Under asset rebalance programs the value remaining in the closed subaccount will be excluded from any future rebalancing. The value of the closed subaccount will continue to fluctuate due to portfolio performance, and may exceed the original rebalance percentages you requested. As you consider your overall investment strategy within your policy, you should also consider whether or not to re-allocate the value remaining in the closed subaccount to another investment option. If you decide to re-allocate the value of the closed subaccount, you will need to provide us with instructions to achieve your goal. Under certain situations involving death benefit adjustments for continued policies, if an investment option is closed to new investment, the amount that would have been allocated thereto will instead be allocated pro-rata to the other current investment options you have value allocated to and which are open to new investment.

In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in the policies as may be necessary or appropriate to reflect such substitution or change. Furthermore, if deemed to be in the best interests of persons having voting rights under the policies, the separate account may be (1) operated as a management company under the 1940 Act or any other form permitted by law, (2) deregistered under the 1940 Act in the event such registration is no longer required or (3) combined with one or more other separate accounts. To the extent permitted by applicable law, we also may (1) transfer the assets of the separate account associated with the policies to another account or accounts, (2) restrict or eliminate any voting rights of owners or other persons who have voting rights as to the separate account, (3) create new separate accounts, (4) add new subaccounts to or remove existing subaccounts from the separate account, or combine subaccounts or (5) add new underlying fund portfolios, or substitute a new underlying fund portfolio for an existing underlying fund portfolio.

The Fixed Account

The fixed account may, but is not guaranteed to always, be available. If available, premium payments allocated and amounts transferred to the fixed account become part of our general account. Interests in the general account have not been registered under the Securities Act of 1933 (the "1933 Act"), nor is the general account registered as an investment company under the 1940 Act. Accordingly, neither the general account nor any interests therein are generally subject to the provisions of the 1933 or 1940 Acts. Disclosures relating to interests in the general account may, however, be subject to certain generally applicable provisions of the federal securities laws relating to the accuracy of statements made in a registration statement.

While we do not guarantee that the fixed account will always be available for investment, we do guarantee that the interest credited to the fixed account when available will not be less than the guaranteed minimum effective annual interest rate shown on your policy (the "guaranteed minimum"). We determine credited rates, which are guaranteed for at least one year, in our sole discretion. You bear the risk that we will not credit interest greater than the guaranteed minimum. At the end of the guaranteed period option you selected, the value in that guaranteed period option will automatically be transferred into the money market subaccount or if a money market subaccount is unavailable to a new guaranteed period option of the same length (or the next shorter period if the same period is no longer offered) at the current interest rate for that period. You can transfer to another investment option by giving us notice within 30 days before the end of the expiring guaranteed period.

Surrenders, withdrawals, transfers, and amounts applied to an annuity payment option from a guaranteed period option of the fixed account prior to the end of the guaranteed period are generally subject to an excess interest adjustment. *See* ACCESS TO YOUR MONEY - Excess Interest Adjustment for more information about when an excess interest adjustment applies. This adjustment will also be made to amounts that you apply to an annuity payment option. This adjustment may increase or decrease the amount of interest credited to your policy. The excess interest adjustment will not decrease the interest credited to your policy below the guaranteed minimum.

We also guarantee that upon full surrender your cash value attributable to the fixed account will not be less than the amount required by the applicable nonforfeiture law at the time the policy is issued.

If you select the fixed account, when it is available, your money will be placed with our other general assets. The amount of money you are able to accumulate in the fixed account during the accumulation phase depends upon the total interest credited. The amount of each annuity payment you receive during the income phase from the fixed portion of your policy will remain level for the entire income phase. The interest credited as well as principal invested in the fixed account is based on our claims-paying ability.

We reserve the right to refuse any premium payment or transfer to the fixed account.

Transfers

During the accumulation phase, you may make transfers to or from any investment option within certain limitations. Transfers out of a guaranteed period option of the fixed account are limited to the following:

- Transfers at the end of a guaranteed period.
- Transfers of amounts equal to interest credited. This may affect your overall interest-crediting rate, because unless otherwise directed transfers are deemed to come from the oldest premium payment first.
- Other than at the end of a guaranteed period, transfers of amounts from the guaranteed period option in excess of amounts equal to interest credited, are subject to an excess interest adjustment. If it is a negative adjustment, the maximum amount you can transfer in any one policy year may be limited to 25% of the amount in that guaranteed period option, less any previous transfers during the current policy year. If it is a positive adjustment, we do not limit the amount that you can transfer. (**Note**: This restriction may prolong the period of time it takes to transfer the full amount in the guaranteed period option of the fixed account. You should carefully consider whether investment in the fixed account meets your needs and investment criteria.)

In general, each transfer must be at least $500, or the entire subaccount value. Transfers of interest from a guaranteed period option of the fixed account must be at least $50. If less than $500 remains as a result of the transfer, then we reserve the right to include that amount in the transfer. Transfer requests must be received in good order while the New York Stock Exchange is open to get same-day pricing of the transaction. *See* OTHER INFORMATION - Sending Forms and Transaction Requests in Good Order.

The number of transfers permitted may be limited and a $10 charge for each transfer in excess of 12 in any policy year may apply. We reserve the right to prohibit transfers to the fixed account.

During the income phase, you may transfer values out of any subaccount; however, you cannot transfer values out of the fixed account. The minimum amount that can be transferred during this phase is the lesser of $10 of monthly income, or the entire monthly income of the annuity units in the subaccount from which the transfer is being made.

Transfers made by telephone, or other electronic means acceptable to us, are subject to the limitations described in ADDITIONAL FEATURES - Telephone and Electronic Transactions.

Market Timing and Disruptive Trading

Statement of Policy. This variable annuity policy was not designed to accommodate market timing or frequent or large transfers among the subaccounts or between the subaccounts and the fixed account. (Both frequent and large transfers may be considered disruptive.)

Market timing and disruptive trading can adversely affect you, other owners, beneficiaries and underlying fund portfolios. The adverse effects may include: (1) dilution of the interests of long-term investors in a subaccount if purchases or transfers into or out of an underlying fund portfolio are made at prices that do not reflect an accurate value for the underlying fund portfolio's investments (some market timers attempt to do this through methods known as "time-zone arbitrage" and "liquidity arbitrage"); (2) an adverse effect on portfolio management, such as (a) impeding a portfolio manager's ability to seek or sustain an investment objective; (b) causing the underlying fund portfolio to maintain a higher level of cash than would otherwise be the case; or (c) causing an underlying fund portfolio to liquidate investments prematurely (or otherwise at an inopportune time) in order to pay withdrawals or transfers out of the underlying fund portfolio; and (3) increased brokerage and administrative expenses. These costs are borne by all owners invested in those subaccounts, not just those making the transfers.

We have developed policies and procedures with respect to market timing and disruptive trading (which vary for certain subaccounts at the request of the corresponding underlying fund portfolios) and we do not make special arrangements or grant exceptions to accommodate market timing or potentially disruptive trading. As discussed herein, we cannot detect or deter all market timing or potentially disruptive trading. Do not invest with us if you intend to conduct market timing or potentially disruptive trading or have concerns about our inability to detect or prevent any such trading.

Detection. We employ various means in an attempt to detect and deter market timing and disruptive trading. However, despite our monitoring we may not be able to detect nor halt all harmful trading. In addition, because other insurance companies (and retirement plans) with different policies and procedures may invest in the underlying fund portfolios, we cannot guarantee that all harmful trading will be detected or that an underlying fund portfolio will not suffer harm from market timing and disruptive trading among subaccounts of variable products issued by these other insurance companies or retirement plans.

Deterrence. If we determine you or anyone acting on your behalf is engaged in market timing or disruptive trading, we may take one or more actions in an attempt to halt such trading. Your ability to make transfers is subject to modification or restriction if we determine, in our sole opinion, that your exercise of the transfer privilege may disadvantage or potentially harm the rights or interests of other owners (or others having an interest in the variable insurance products). As described below, restrictions may take various forms, but under our current policies and procedures will include loss of expedited transfer privileges. We consider transfers by telephone, fax, overnight mail, or the Internet to be "expedited" transfers. This means that we would accept only written transfer requests with an original signature transmitted to us only by U.S. mail. We may also restrict the transfer privileges of others acting on your behalf, including your registered representative or an asset allocation or investment advisory service.

We reserve the right to reject any premium payment or transfer request from any person without prior notice, if, in our judgment, (1) the premium payment or transfer, or series of premium payments or transfers, would have a negative impact on an underlying fund portfolio's operations, or (2) if an underlying fund portfolio would reject or has rejected our purchase order or has instructed us not to allow that purchase or transfer, or (3) because of a history of market timing or disruptive trading. We may impose other restrictions on transfers, or even prohibit transfers for any owner who, in our view, has abused, or appears likely to abuse, the transfer privilege on a case-by-case basis. We may, at any time and without prior notice, discontinue transfer privileges, modify our procedures, impose holding period requirements or limit the number, size, frequency, manner, or timing of transfers we permit. Because determining whether to impose any such special restrictions depends on our judgment and discretion, it is possible that some owners could engage in disruptive trading that is not permitted for others. We also reserve the right to reverse a potentially harmful transfer if an underlying fund portfolio refuses or reverses our order; in such instances some owners may be treated differently than others in that some transfers may be reversed and others allowed. For all of these purposes, we may aggregate two or more trades or variable insurance products that we believe are connected by owner or persons engaged in trading on behalf of owners.

In addition, transfers for multiple policies invested in the Transamerica Series Trust underlying fund portfolios which are submitted together may be disruptive at certain levels. At the present time, such aggregated transactions likely will not cause disruption if less than one million dollars total is being transferred with respect to any one underlying fund portfolio (a smaller amount may apply to smaller portfolios). Please note that transfers of less than one million dollars may be disruptive in some circumstances and this general amount may change quickly.

For policies with Portfolio Allocation Method, the effect of transfers pursuant thereto may be considered disruptive for certain underlying fund portfolios. As a result, policy owners using Portfolio Allocation Method may have to change their selected underlying fund portfolios.

Please note: If you engage a third party investment adviser for asset allocation services, then you may be subject to these transfer restrictions because of the actions of your investment adviser in providing these services.

In addition to our internal policies and procedures, we will administer your variable annuity to comply with any applicable state, federal, and other regulatory requirements concerning transfers. We reserve the right to implement, administer, and charge you for any fee or restriction, including redemption fees, imposed by any underlying fund portfolio. To the extent permitted by law, we also reserve the right to defer the transfer privilege at any time that we are unable to purchase or redeem shares of any of the underlying fund portfolios.

Under our current policies and procedures, we do not:

- impose redemption fees on transfers; or
- expressly limit the number or size of transfers in a given period except for certain subaccounts where an underlying fund portfolio has advised us to prohibit certain transfers that exceed a certain size; or
- provide a certain number of allowable transfers in a given period.

Redemption fees, transfer limits, and other procedures or restrictions imposed by the underlying funds or our competitors may be more or less successful than ours in deterring market timing or other disruptive trading and in preventing or limiting harm from such trading.

In the absence of a prophylactic transfer restriction (e.g., expressly limiting the number of trades within a given period or limiting trades by their size), it is likely that some level of market timing and disruptive trading will occur before it is detected and steps taken to deter it (although some level of market timing and disruptive trading can occur with a prophylactic transfer restriction). As noted above, we do not impose a prophylactic transfer restriction and, therefore, it is likely that some level of market timing and disruptive trading will occur before we are able to detect it and take steps in an attempt to deter it.

Please note that the limits and restrictions described herein are subject to our ability to monitor transfer activity. Our ability to detect market timing or disruptive trading may be limited by operational and technological systems, as well as by our ability to predict strategies employed by owners (or those acting on their behalf) to avoid detection. As a result, despite our efforts to prevent harmful trading activity among the variable investment options available under this variable insurance product, there is no assurance that we will be able to detect or deter market timing or disruptive trading by such owners or intermediaries acting on their behalf. Moreover, our ability to discourage and restrict market timing or disruptive trading may be limited by decisions of state regulatory bodies and court orders that we cannot predict.

Furthermore, we may revise our policies and procedures in our sole discretion at any time and without prior notice, as we deem necessary or appropriate (1) to better detect and deter harmful trading that may adversely affect other owners, other persons with material rights under the variable insurance products, or underlying fund shareholders generally, (2) to comply with state or federal regulatory requirements, or (3) to impose additional or alternative restrictions on owners engaging in market timing or disruptive trading among the investment options under the variable insurance product. In addition, we may not honor transfer requests if any variable investment option that would be affected by the transfer is unable to purchase or redeem shares of its corresponding underlying fund portfolio.

Underlying Fund Portfolio Frequent Trading Policies. The underlying fund portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares. Underlying fund portfolios may, for example, assess a redemption fee (which we reserve the right to collect) on shares held for less than a certain period of time. The prospectuses for the underlying fund portfolios describe any such policies and procedures. The frequent trading policies and procedures of an underlying fund portfolio may be different, and more or less restrictive, than the frequent trading policies and procedures of other underlying fund portfolios and the policies and procedures we have adopted for our variable insurance products to discourage market timing and disruptive trading. Owners should be aware that we do not monitor transfer requests from owners or persons acting on behalf of owners against, nor do we apply, the frequent trading policies and procedures of the respective underlying fund portfolios that would be affected by the transfers.

Owners should be aware that we are required to provide to an underlying fund portfolio or its payee, promptly upon request, certain information about the trading activity of individual owners, and to restrict or prohibit further purchases or transfers by specific owners or persons acting on their behalf, identified by an underlying fund portfolio as violating the frequent trading policies established for the underlying fund portfolio.

Omnibus Orders. Owners and other persons with material rights under the variable insurance products also should be aware that the purchase and redemption orders received by the underlying fund portfolios generally are “omnibus” orders from intermediaries such as retirement plans and separate accounts funding variable insurance products. The omnibus orders reflect the aggregation and netting of multiple orders from individual retirement plan participants and individual owners of variable insurance products. The omnibus nature of these orders may limit the underlying fund portfolios’ ability to apply their respective frequent trading policies and procedures.

We cannot guarantee that the underlying fund portfolios will not be harmed by transfer activity relating to the retirement plans or other insurance companies that may invest in the underlying fund portfolios. These other insurance companies are responsible for their own policies and procedures regarding frequent transfer activity. If their policies and procedures fail to successfully discourage harmful transfer activity, it may affect other owners of underlying fund portfolio shares, as well as the owners of all of the variable annuity or life insurance policies, including ours, whose variable investment options correspond to the affected underlying fund portfolios. In addition, if an underlying fund portfolio believes that an omnibus order we submit may reflect one or more transfer requests from owners engaged in market timing and disruptive trading, the underlying fund portfolio may reject the entire omnibus order and thereby delay or prevent us from implementing your request.

Investment Restrictions

If you elect certain optional riders, you will be subject to investment restrictions requiring you to invest in certain underlying fund portfolios, known as designated investment options. In the future, we may change the investment restrictions.

One or more of the underlying fund portfolios that may be designated investment options under each optional rider, in part, may include a volatility control strategy. **Volatility control strategies, in periods of high market volatility, could limit your participation in market gains; this may conflict with your investment objectives by limiting your ability to maximize potential**

growth of your policy value and, in turn, the value of any guaranteed benefit that is tied to investment performance. Volatility control strategies are intended to help limit overall volatility and reduce the effects of significant market downturns during periods of high market volatility, providing policy owners with the opportunity for smoother performance and better risk adjusted returns. Volatility control (and similar terms) can encompass a variety of investment strategies of different types and degrees; therefore, you should read the applicable annuity and underlying fund portfolio prospectuses carefully to understand how these investment strategies may affect your policy value and rider benefits. Our requirement to invest in accordance with designated investment options, which may include volatility control, may reduce our costs and risks associated with this rider. **You pay an additional fee for the rider benefits which, in part, pay for protecting the rider benefit base from investment losses. Since the rider benefit base does not decrease as a result of investment losses, volatility control strategies might not provide meaningful additional benefit to you.** You should carefully evaluate with your financial advisor whether to invest in underlying fund portfolios with volatility control strategies, taking into consideration the potential positive or negative impact that such strategy may have on your investment objectives, your policy value and the benefits under the riders. If you determine that funds with volatility control strategies are not consistent with your investment objectives, there continues to be other designated investment options available under the riders that do not invest in funds that utilize volatility control strategies.

For more information about the underlying fund portfolios and the investment strategies they employ, please refer to the underlying fund portfolios' current prospectuses.

EXPENSES

There are charges and expenses associated with your policy that reduce the return on your investment in the policy. In addition to the following charges, there are optional benefits that if selected, assess additional charges. Please *see* ADDITIONAL FEATURES for more information.

Surrender Charges

During the accumulation phase, you can surrender part or all of the cash value (restrictions may apply to qualified policies). We may apply a surrender charge to compensate us for start-up expenses of the policy relating to sales, including commissions to registered representatives and other promotional expenses.

You can surrender up to 10% of your premium payments each policy year free of surrender charges. This amount is referred to as the surrender charge free amount and is determined at the time of surrender. (This amount is not cumulative, so not surrendering anything in one year does not increase the surrender charge free amount in subsequent years.) If the surrender is in excess of the surrender charge free amount, you might have to pay a surrender charge, which is a contingent deferred sales charge, on the excess amount.

For example, assume you selected the B-Share and your premium is $100,000 and your policy value is $106,000 at the beginning of the second policy year and you surrender $30,000. Since that amount is more than your surrender charge free amount ($10,000), you would pay a surrender charge of $1,600 on the remaining $20,000 [8% of ($30,000 - $10,000)]. Likewise, assume you selected the B-Share and your policy value is $80,000 (premium payments $100,000) at the beginning of the second policy year and you surrender your policy. You would pay a surrender charge of $7,200 [8% of ($100,000 - ($100,000 x 10%))].

You can generally choose to receive the full amount of a requested partial surrender by directing us to deduct any applicable surrender charge (and any applicable excess interest adjustment) from your remaining policy value. You receive your cash value upon full surrender.

Surrender charges are waived if you surrender money under the Nursing Care and Terminal Condition Withdrawal Option or the Unemployment Waiver.

For surrender charge purposes, earnings are considered to be surrendered first, then the oldest premium is considered to be surrendered next. Please note, while there is no surrender charge on the withdrawal of earnings, withdrawn earnings do count towards your surrender charge free amount. This means that withdrawing earnings will reduce (possibly to zero) your surrender charge free amount (10% of premium payments) for that policy year.

Keep in mind that surrenders may be taxable and, if made before age 59½, may be subject to a 10% federal penalty tax. For tax purposes, surrenders from nonqualified policies are considered to come from taxable earnings first.

We may elect to reduce or eliminate the amount of the surrender charge when the policy is sold under circumstances which reduce our sales or other expenses or when required to by regulation or regulatory authority.

Liquidity Rider Surrender Charge Schedule. The optional Liquidity Rider (only available with the B-Share) reduces the number of years each premium payment is subject to surrender charges from seven years to four years. The surrender charge schedule is the same as the B-Share during the first four years for each premium payment. There is an extra charge for this rider.

Excess Interest Adjustment

Surrenders, withdrawals, transfers, amounts applied when a death benefit is calculated, and amounts applied to an annuity option from the fixed account may be subject to an excess interest adjustment. This adjustment could retroactively reduce the interest credited in the fixed account to the guaranteed minimum or increase the amount credited. This adjustment may also apply to amounts applied to an annuity payment option. Please *see* "Appendix - Excess Interest Adjustment Examples" for an example showing the effect of a hypothetical excess interest adjustment calculation. The excess interest adjustment plays a role in calculating the total interest credited to the fixed account.

Mortality and Expense Risk Fees

We charge a fee as compensation for bearing certain mortality and expense risks under the policy. This fee is assessed daily based on the net asset value of each subaccount. Examples of such risks include a guarantee of annuity rates, the death benefit, certain expenses of the policy (including distribution related expenses), and assuming the risk that the current charges will be insufficient in the future to cover costs of selling, distributing and administering the policy.

If this charge does not cover our actual costs, we absorb the loss. Conversely, if the charge more than covers actual costs, the excess is added to our surplus. We expect to profit from this charge. We may use any profit for any proper purpose, including distribution expenses.

Premium Taxes

A deduction is also made for premium taxes, if any, imposed on us by a state, municipality or other government agency. The tax, currently ranging from 0% to 3.50%, is assessed at the time premium payments are made or when annuity payments begin. We pay the premium tax at the time it is imposed. We will, at our discretion, deduct the total amount of premium taxes, if any, from the policy value when such taxes are due to the applicable taxing authority, you begin receiving annuity payments, you surrender the policy or a death benefit is paid.

Federal, State and Local Taxes

We may in the future deduct charges from the policy for any taxes we incur because of the policy. However, no deductions are being made at the present time.

Special Service Fees

We may deduct a charge for special services, including overnight delivery; duplicate policies; non-sufficient checks on new business; duplicate Form 1099 and Form 5498 tax forms; duplicate disclosure documents and semi-annual reports; check copies; printing and mailing previously submitted forms; and asset verification requests from mortgage companies. In addition, we may consider as special services customer initiated changes, modifications and transactions which are submitted in such a manner as to require us to incur additional processing costs.

Transfer Fee

You are generally allowed to make 12 free transfers per policy year before the annuity commencement date. If you make more than 12 transfers per policy year, we reserve the right to charge for each additional transfer. Premium payments, Asset Rebalancing, and Dollar Cost Averaging transfers do not count as one of your free transfers. All transfer requests made at the same time are treated as a single transfer.

Service Charge

We reserve the right to increase the annual service charge up to the maximum. A portion of the service charge may be waived, but is not guaranteed to always be waived. We reserve the right to vary the amount of any waiver and the circumstances in which any waiver or waivers apply.

Administrative Charges

We deduct a daily administrative charge to cover the costs of supporting and administering the policy (including certain distribution-related expenses). This charge is equal to a percentage of the daily net asset value of each subaccount during both the accumulation phase and the income phase.

Fund Facilitation Fee

We charge a fund facilitation fee in order to make certain subaccounts available as investment options under the policies. We apply the fee to subaccounts that invest in underlying funds that do not provide us with the amount of revenue we require in order for us to meet our expenses and revenue targets. This fee is assessed daily based on the net asset value of subaccounts that we specify.

Optional Benefits

If you elect to purchase optional benefits, we will deduct an additional fee. For some optional benefits the fee is assessed against the daily net asset value of each subaccount and for others it is deducted from each investment option in proportion to the amount of policy value in each investment option. Please refer to the FEE TABLE AND EXPENSE EXAMPLES for the list of fees for each optional benefit and ADDITIONAL FEATURES for more information.

Portfolio Fees and Expenses

The value of the assets in each subaccount will reflect the fees and expenses paid by the underlying fund portfolios. The lowest and highest underlying fund portfolio expenses for the previous calendar year are found in FEE TABLE AND EXPENSE EXAMPLES in this prospectus. See the prospectuses for the underlying fund portfolios for more information.

Reduced Fees and Charges

We may, at our discretion, reduce or eliminate certain fees and charges for certain policies (including employer-sponsored savings plans) which may result in decreased costs and expenses.

Revenue We Receive

This prospectus describes generally the payments that we (and/or our affiliates) may directly or indirectly receive from the underlying fund portfolios, their advisers, subadvisers, distributors or affiliates thereof, in connection with certain administrative, marketing and other support services we (and/or our affiliates) provide and expenses we incur in offering and selling our variable insurance products. These arrangements are sometimes referred to as "revenue sharing" arrangements and are described further below. While only certain of the types of payments described below may be made in connection with your particular policy, all such payments may nonetheless influence or impact actions we (and/or our affiliates) take, and recommendations we (and our affiliates) make, regarding each of the variable insurance products that we (and our affiliates) offer, including your policy.

We (and/or our affiliates) may receive some or all of the following types of payments:

• ***Rule 12b-1 Fees.*** We and/or our affiliate, Transamerica Capital, Inc. ("TCI") who is the principal underwriter for the policies, indirectly receive 12b-1 fees from certain underlying fund portfolios available as investment options under our variable insurance products. Any 12b-1 fees received by TCI that are attributable to our variable insurance products are then credited to us. These fees range from 0.00% to 0.35% of the average daily assets of the certain underlying fund portfolios attributable to the policies and to certain other variable insurance products that we and our affiliates issue.

• ***Administrative, Marketing and Support Service Fees ("Support Fees").*** As noted above, an investment adviser, subadviser, administrator and/or distributor (or affiliates thereof) of the underlying fund portfolios may make payments to us and/or our affiliates, including TCI. These payments may be derived, in whole or in part, from the profits the investment adviser or subadviser realized on the advisory fee deducted from underlying fund portfolio assets. Policy owners, through their indirect investment in the underlying fund portfolios, bear the costs of these advisory fees (see the prospectuses for the underlying funds for more information). The amount of the payments we (or our affiliates) receive is generally based on a percentage of the assets of the particular underlying fund portfolios attributable to the policy and to certain other variable insurance products that our affiliates and we issue. These percentages differ and the amounts may be significant. Some advisers or sub-advisers (or other affiliates) pay us more than others.

The following chart provides the maximum combined percentages of 12b-1 fees and Support Fees that we anticipate will be paid to us on an annual basis.

Incoming Payments to Us and/or TCI

Fund	Maximum Fee % of assets
TRANSAMERICA SERIES TRUST	0.25%
AB VARIABLE PRODUCTS SERIES FUND, INC.	0.45%
AMERICAN FUNDS INSURANCE SERIES® TRUST	0.25%
FIDELITY® VARIABLE INSURANCE PRODUCTS FUND	0.395%
GE INVESTMENTS FUNDS, INC.	0.45%

NOTES TO INCOMING PAYMENTS TABLE:

Maximum Fee % of assets: Payments are based on a percentage of the average assets of each underlying fund portfolio owned by the subaccounts available under this policy and under certain other variable insurance products offered by our affiliates and us. We and/or TCI may continue to receive 12b-1 fees and administrative fees on funds invested in subaccounts that are closed to new premium payments, depending on the terms of the agreements supporting those payments and on the services provided.

TST: Because TST is managed by TAM, an affiliate of ours, there are additional benefits to us and our affiliates for amounts you allocate to the TST underlying fund portfolios, in terms of our and our affiliates' overall profitability. These additional benefits may be significant. Payments or other benefits may be received from TAM. Such payments or benefits may be entered into for a variety of purposes, such as to allocate resources to us and to provide administrative services to the policyholders who invest in subaccounts that invest in the TST underlying fund portfolios. These payments or benefits may take the form of internal credits, recognition, or cash payments. A variety of financial and accounting methods may be used to allocate resources and profits to us. Additionally, if a TST portfolio is subadvised by an entity that is affiliated with us, we may retain more revenue than on those TST portfolios that are subadvised by non-affiliated entities. During 2014 we received $193,786,739.87 for Transamerica Life Insurance Company and $11,056,449.12 for Transamerica Financial Life Insurance Company in benefits from TAM pursuant to these arrangements. This includes the 0.25% amount in the above chart. We anticipate receiving comparable amounts in the future.

Fidelity® Variable Insurance Products Fund: We receive this percentage once $100 million in fund shares are held by the subaccounts of ours and our affiliates.

Other Payments. TCI also serves as the wholesale distributor for the policies, and in that capacity directly or indirectly receives additional amounts or different percentages of assets under management from certain advisers and subadvisers to the underlying fund portfolios (or their affiliates) with regard to variable insurance products and/or mutual funds that are issued by us and our affiliates. These amounts may be derived, in whole or in part, from the profits the investment adviser or subadviser receives from the advisory fee deducted from underlying fund portfolio assets. Owners, through their indirect investment in the underlying fund portfolios, bear the costs of these advisory fees. Certain advisers and subadvisers of the underlying fund portfolios (or their affiliates):

- may each directly or indirectly pay TCI amounts up to $75,000 per year to participate in a "preferred sponsor" program that provides such advisers and subadvisers with access to TCI's wholesalers at TCI's national and regional sales conferences as well as internal and external meetings and events that are attended by TCI's wholesalers and/or other TCI employees.
- may provide our affiliates and/or selling firms with wholesaling services to assist us in the distribution of the policies.
- may provide us and/or certain affiliates and/or selling firms with occasional gifts, meals, tickets or other compensation as an incentive to market the underlying fund portfolios and to assist with their promotional efforts. The amounts may be significant and these arrangements provide the adviser or subadviser (or other affiliates) with increased access to us and to our affiliates involved in the distribution of the policies.

For the calendar year ended December 31, 2014, TCI and its affiliates received revenue sharing payments that totaled approximately $750,000. The firms that paid revenue to participate in TCI sponsored events included but were not limited to the following: Aegon USA Investment Management • Alliance Bernstein Investments • American Funds • Barrow, Hanley, Mewhinney & Strauss • BlackRock Investment Management, LLC • CBRE Clarion Real Estate Securities • Fidelity Investments • Janus Capital • Jennison Associates • JP Morgan Asset Management • Kayne Anderson Capital • Legg Mason Capital Management • Logan Circle Investment Partners • Morningstar Advisers • Natixis Global Asset Management • Pacific Investment Management Company • PineBridge Investments • Ranger Investments • Systematic Financial Management • Thompson Siegel & Walmsley, LLC • Vanguard • Wellington Management Company.

Please note some of the aforementioned managers and/or subadvisers may not be associated with underlying fund portfolios currently available in this product.

Proceeds from certain of these payments by the underlying fund portfolios, the advisers, the subadvisers and/or their affiliates may be used for any corporate purpose, including payment of expenses (1) that we and our affiliates incur in promoting, marketing, and administering the policy, and (2) that we incur, in our role as intermediary, in promoting, marketing, and administering the underlying fund portfolios. We and our affiliates may profit from these payments.

For further details about the compensation payments we make in connection with the sale of the policies, *see* OTHER INFORMATION - Distribution of the Policies in this prospectus.

ACCESS TO YOUR MONEY

During the accumulation phase, you can have access to the money in your policy in the following ways:

- by making a surrender (either a full or partial surrender); or
- by taking systematic payouts (*See* ADDITIONAL FEATURES - Systematic Payout Option for more details).

Surrenders

During the accumulation phase, if you take a full surrender you will receive your cash value. If you want to take a partial surrender, in most cases it must be for at least $500 . Unless you tell us otherwise, we will take the surrender from each of the investment options in proportion to the policy value. Surrenders may be referred to as withdrawals on your policy statement and other documents.

You may elect to take up to the surrender charge free amount each policy year without incurring a surrender charge. Remember that any surrender you take will reduce the policy value, and the amount of the death benefit. *See* DEATH BENEFIT, for more details. A partial surrender also may have a negative impact on certain other benefits and guarantees of your policy. *See* ADDITIONAL FEATURES, for more details.

Surrenders in excess of the surrender charge free amount may be subject to a surrender charge. Surrenders from the fixed account may be subject to an excess interest adjustment. Income taxes, federal tax penalties and certain restrictions may apply to any surrenders you make.

Surrenders from qualified policies may be restricted or prohibited.

During the income phase, you will receive annuity payments under the annuity payment option you select; however, you generally may not take any other surrenders, either full or partial.

Delay of Payment and Transfers

Payment of any amount due from the separate account for a surrender, a death benefit, or the death of the owner of a nonqualified policy, will generally occur within seven days from the date we receive in good order all required information at our Administrative Office. We may defer such payment from the separate account if:

- the New York Stock Exchange is closed other than for usual weekends or holidays or trading on the Exchange is otherwise restricted;
- an emergency exists as defined by the SEC or the SEC requires that trading be restricted; or
- the SEC permits a delay for the protection of owners.

Transfers of amounts from the subaccounts also may be deferred under these circumstances. In addition, if, pursuant to SEC rules, the Transamerica Aegon Money Market VP portfolio (or any money market portfolio offered under this policy) suspends payment of redemption proceeds in connection with a liquidation of the portfolio, then we may delay payment of any transfer, surrender (either full or partial), loan, or death benefit from the TA Aegon Money Market subaccount until the portfolio is liquidated.

Any payment or transfer request which is not in good order will cause a delay. *See* OTHER INFORMATION - Sending Forms and Transaction Requests in Good Order.

Federal laws designed to counter terrorism and prevent money laundering by criminals might in certain circumstances require us to reject a premium payment and/or "freeze" an owner's account. If these laws apply in a particular situation, we would not be allowed to pay any request for surrenders (either full or partial), or death benefits, make transfers, or continue making annuity payments absent instructions from the appropriate federal regulator. We may also be required to provide information about you and your policy to government agencies or departments.

Pursuant to the requirements of certain state laws, we reserve the right to defer payment of the cash value from the fixed account for up to six months. We may defer payment of any amount until your premium payment check has cleared your bank.

Excess Interest Adjustment

Surrenders, withdrawals, transfers, and amounts applied to an annuity option, from a guaranteed period option of the fixed account before the end of its guaranteed period (the number of years you specified the money would remain in the guaranteed period option) may be subject to an excess interest adjustment. If, at the time of such transactions the guaranteed interest rate set by us for the applicable period has risen since the date of the initial guarantee, the excess interest adjustment will result in a lower cash value (but not below the excess interest adjustment floor described in "Appendix - Excess Interest Adjustment Examples"). However, if the guaranteed interest rate for the applicable period has fallen since the date of the initial guarantee, the excess interest adjustment will result in a higher cash value upon surrender or transfer. Please *see* "Appendix - Excess Interest Adjustment Examples" to see how the excess interest adjustment is calculated and illustrative examples using hypothetical values.

Any amount surrendered in excess of the cumulative interest credited for that guaranteed period option is generally subject to an excess interest adjustment. An excess interest adjustment may also be made on amounts applied to an annuity payment option.

The formula that will be used to determine the excess interest adjustment is:

S* (G-C)* (M/12)

S	=	Is the amount (before surrender charges, premium taxes and the application of any Guaranteed Minimum Death Benefits, if any) being surrendered, withdrawn, transferred, paid upon death, or applied to an income option that is subject to the excess interest adjustment;
G	=	Is the guaranteed interest rate for the guaranteed period applicable to "S";
C	=	Is the current guaranteed interest rate then being offered on new premium payments for the next longer option period than "M". If this policy form or such an option period is no longer offered, "C" will be the U.S. Treasury rate for the next longer maturity (in whole years) than "M" on the 25th day of the previous calendar month; and
M	=	Number of months remaining in the current option period for "S", rounded up to the next higher whole number of months.
*	=	multiplication

Please *see* "Appendix - Excess Interest Adjustment Examples" for more detailed information concerning the excess interest adjustment calculation.

There will be no excess interest adjustment on any of the following:

- withdrawals of cumulative interest credited for that guaranteed period option;
- Nursing Care and Terminal Condition Waiver surrenders;
- Unemployment Waiver surrenders;
- transfers from a Dollar Cost Averaging fixed source;
- withdrawals to satisfy any minimum distribution requirements; and
- systematic withdrawals, which do not exceed cumulative interest credited at the time of payment.

Please note that in these circumstances you will not receive a higher cash value if interest rates have fallen nor will you receive a lower cash value if interest rates have risen.

The excess interest adjustment may vary for certain policies and may not be applicable for all policies.

Signature Guarantee

As a protection against fraud, we require a signature guarantee (i.e., Medallion Signature Guarantee as required by us) for the following transaction requests:

- Any surrenders over $250,000;
- Certain surrenders on or within 15 days of an address change;
- Any surrender request made on or within 15 days of an ownership change;
- Any surrender when we have been directed to send proceeds to a different personal address from the address of record for that owner. **PLEASE NOTE:** This requirement will not apply to requests made in connection with exchanges of one annuity for another with the same owner in a "tax-free exchange";

- Any surrender when we do not have an originating or guaranteed signature on file;
- Any other transaction we require.

We may change the specific requirements listed above, or add signature guarantees in other circumstances, at our discretion if we deem it necessary or appropriate to help protect against fraud. For current requirements, please refer to the requirements listed on the appropriate form or call us at (800)525-6205.

You can obtain a Medallion signature guarantee from more than 7,000 financial institutions across the United States and Canada that participate in a Medallion signature guarantee program. The best source of a Medallion signature guarantee is a bank, savings and loan association, brokerage firm, or credit union with which you do business. **A notary public cannot provide a Medallion signature guarantee. Notarization will not substitute for a Medallion signature guarantee.**

ANNUITY PAYMENTS (THE INCOME PHASE)

Upon the annuity commencement date, which is the date your policy is annuitized and annuity payments begin, your annuity switches from the accumulation phase to the income phase. You can generally change the annuity commencement date by giving us 30 days notice with the new date or age. Unless required by state law this date cannot be earlier than the third policy anniversary. The latest annuity commencement date generally cannot be later than the last day of the month following the month in which the annuitant attains age 99 (earlier if required by state law).

Before the annuity commencement date, if the annuitant is alive, you may choose an annuity payment option or change your election. If the annuitant dies before the annuity commencement date, the death benefit is payable in a lump sum or under one of the annuity payment options (unless the surviving spouse is eligible to and elects to continue the policy). If the annuitant dies after the annuity commencement date, no death benefit is payable and the amount payable will depend on the annuity income option.

Your policy may not be "partially" annuitized, *i.e.*, you may not apply a portion of your policy value to an annuity option while keeping the remainder of your policy in force.

Unless you specify otherwise, the owner will receive the annuity payments. After the annuitant's death, the beneficiary you designate at annuitization will receive any remaining guaranteed payments.

Annuity Payment Options

The policy provides several annuity payment options (also known as income options) that are described below. You may choose any combination of annuity payment options. We will use your adjusted policy value to provide these annuity payments. If the adjusted policy value on the annuity commencement date is less than $2,000, we reserve the right to pay it in one lump sum in lieu of applying it under an annuity payment option. You can receive annuity payments monthly, quarterly, semi-annually, or annually. (We reserve the right to change the frequency if annuity payments would be less than the amount specified in your policy.) We may require proof of life before making annuity payments.

In deciding on which annuity payment option to elect, you must decide if fixed or variable payments are better for you. If you choose to receive fixed annuity payments, then the amount of each payment will be set on the annuity commencement date and will not change. You may, however, choose to receive variable annuity payments. The dollar amount of the first variable annuity payment will be determined in accordance with the annuity payment rates set forth in the applicable table contained in the policy. The dollar amount of additional variable annuity payments will vary based on the investment performance of the subaccount(s) you select. The dollar amount of each variable annuity payment after the first may increase, decrease, or remain constant. If the actual investment performance (net of fees and expenses) exactly matched the assumed investment return of 3% at all times, the amount of each variable annuity payment would remain constant. If actual investment performance (net of fees and expenses) exceeds the assumed investment return, the amount of the variable annuity payments would increase. **Conversely, if actual investment performance (net of fees and expenses) is lower than the assumed investment return, the amount of the variable annuity payments would decrease.**

You must also decide if you want your annuity payments to be guaranteed for the annuitant's lifetime, a period certain, or a combination thereof. Generally, annuity payments will be lower if you combine a period certain, guaranteed amount, or liquidity with a lifetime guarantee (e.g., Life Income with 10 years Certain and Life with Guaranteed Return of Policy proceeds). Likewise, annuity payments will also generally be lower the longer the period certain (because you are guaranteed payments for a longer time).

A charge for premium taxes and an excess interest adjustment may be made when annuity payments begin.

The annuity payment options currently available are explained below. Some options are fixed only.

Income for a Specified Period of at least 10 years (fixed only). We will make level annuity payments only for a fixed period of at least 10 years. No funds will remain at the end of the period. If your policy is a qualified policy, this annuity payment option may not satisfy minimum required distribution rules. Consult a tax advisor before electing this option.

Income of a Specified Amount (fixed only). Payments are made for any specified amount until the amount applied to this option, with interest, is exhausted. This will be a series of level annuity payments followed by a smaller final annuity payment. If your policy is a qualified policy, this annuity payment option may not satisfy minimum required distribution rules. Consult a tax advisor before electing this option.

Life Income. You may choose between:

- No Period Certain (fixed or variable) - Payments will be made only during the annuitant's lifetime. The last annuity payment will be the payment immediately before the annuitant's death.
- 10 Years Certain (fixed or variable) - Payments will be made for the longer of the annuitant's lifetime or ten years.
- Guaranteed Return of Policy Proceeds (fixed only) - Payments will be made for the longer of the annuitant's lifetime or until the total dollar amount of annuity payments we made to you equals the annuitized amount (i.e., the adjusted policy value).

Joint and Survivor Annuity. You may choose:

- No Period Certain (fixed or variable) - Payments are made during the joint lifetime of the annuitant and a joint annuitant of your selection. Annuity payments will be made as long as either person is living.
- 10 Year Certain (fixed only) - Payments will be made for the longer of the lifetime of the annuitant and joint annuitant or ten years.

Other annuity payment options may be arranged by agreement with us. Some annuity payment options may not be available for all policies, all ages or we may limit certain annuity payment options to ensure they comply with the applicable tax law provisions.

NOTE CAREFULLY

IF:

- **you choose Life Income with No Period Certain or a Joint and Survivor Annuity with No Period Certain; and**
- **the annuitant dies (or both joint annuitants die) before the due date of the second (third, fourth, etc.) annuity payment;**

THEN:

- **we may make only one (two, three, etc.) annuity payments.**

IF:

- **you choose Income for a Specified Period, Life Income with 10 Years Certain, Life Income with Guaranteed Return of Policy Proceeds, or Income of a Specified Amount; and**
- **the person receiving annuity payments dies prior to the end of the guaranteed period;**

THEN:

- **the remaining guaranteed annuity payments will be continued to a new payee, or their present value may be paid in a single sum.**

We will not pay interest on amounts represented by uncashed annuity payment checks if the postal or other delivery service is unable to deliver checks to the payee's address of record. The person receiving annuity payments is responsible for keeping us informed of his/her current address.

You must annuitize your policy no later than the maximum annuity commencement date specified in your policy (earlier for certain distribution channels) or a later date if agreed to by us. If you do not elect an annuity payment option, the default option will be Life with 10 Years Certain (subject to certain exceptions for qualified policies). If any portion of the default annuitization is a variable payout option, then annuity units will be purchased proportionally based off your available current investment allocations. **Please note, all benefits (including guaranteed minimum death benefits and living benefits) terminate upon annuitization. The only benefits that remain include the guarantees provided under the terms of the annuity option.**

DEATH BENEFIT

We will pay a death benefit to your beneficiary, under certain circumstances, if the annuitant dies during the accumulation phase. If there is a surviving owner(s) when the annuitant dies, the surviving owner(s) will receive the death benefit instead of the listed beneficiary. The person receiving the death benefit may choose an annuity payment option (if you pick a variable annuity payment option fees and expenses will apply), or may choose to receive the death benefit via partial withdrawals, or lump sum withdrawal. The guarantees of these death benefits are based on our claims-paying ability. No death benefit will be payable upon or after the annuity commencement date. Please note that there is a mandatory annuity commencement date.

We will determine the amount of and process the death benefit proceeds, if any are payable on a policy, upon receipt at our Administrative Office of satisfactory proof of the annuitant's death, directions regarding how to process the death benefit, and any other documents, forms and information that we need (collectively referred to as "due proof of death"). For policies with multiple beneficiaries, we will process when the first beneficiary provides us with due proof of their share of the death proceeds. We will not pay any remaining beneficiary their share until we receive due proof of death from that beneficiary. Such beneficiaries continue to bear the investment risk until they submit due proof of death. Please note, we may be required to remit the death benefit proceeds to a state prior to receiving "due proof of death." *See* OTHER INFORMATION - Abandoned or Unclaimed Property.

Please Note: Such due proof of death must be received in good order to avoid a delay in processing the death benefit claim. Due proof requires selecting a payment option. *See* OTHER INFORMATION - Sending Forms and Transaction Requests in Good Order.

The death benefit proceeds remain invested in the separate account in accordance with the allocations made by the policy owner until the beneficiary has provided us with due proof of death. Once we receive due proof of death, investments in the separate account may be reallocated in accordance with the beneficiary's instructions.

We may permit the beneficiary to give a "one-time" written instruction to reallocate the policy value in the separate account to the money market subaccount after the death of the annuitant. If there is more than one beneficiary, all beneficiaries must agree to the reallocation instructions. This one-time reallocation will be permitted if the beneficiary provides satisfactory evidence of the annuitant's death (satisfactory evidence may include a certified death certificate).

When We Pay A Death Benefit

We will pay a death benefit IF:

- you are both the annuitant and sole owner of the policy; and
- you die before the annuity commencement date.

We will pay a death benefit to you (owner) IF:

- you are not the annuitant; and
- the annuitant dies before the annuity commencement date.

If the sole beneficiary receiving the death benefit is the surviving spouse of the owner, then he or she may elect, if eligible, to continue the policy as the new annuitant and owner, instead of receiving the death benefit. *See* DEATH BENEFIT - Spousal Continuation. All currently existing surrender charges will be waived.

When We Do Not Pay A Death Benefit

We will not pay a death benefit IF:

- you are the owner but not the annuitant; and
- you die prior to the annuity commencement date.

Please note: Distribution requirements apply upon the death of any owner. Generally, upon the owner's death (who is not the annuitant) the entire interest must be distributed within five years. *See* TAX INFORMATION for a more detailed discussion of the distribution requirements under the Code.

Deaths After the Annuity Commencement Date

The amount payable, if any, on or after the annuity commencement date depends on the annuity income option.

IF:

- **you are not the annuitant; and**
- **you die on or after the annuity commencement date; and**
- **the entire guaranteed interest in the policy has not been paid;**

THEN:

- **the remaining portion of such guaranteed interest in the policy will continue to be distributed at least as rapidly as under the method of distribution being used as of the date of your death.**

IF:
- **you are the owner and annuitant; and**
- **you die after the annuity commencement date; and**
- **the annuity payment option you selected did not have or no longer has a guaranteed period;**

THEN:
- **no additional payments will be made.**

Succession of Ownership

If an owner (who is not the annuitant) dies during the accumulation phase, the person or entity first listed below who is alive or in existence on the date of that death will become the new owner:
- any surviving owner;
- primary beneficiary;
- contingent beneficiary; or
- owner's estate.

Spousal Continuation

If the sole primary beneficiary is the spouse, upon the owner's or the annuitant's death, the beneficiary may elect to continue the policy in his or her own name. Upon the annuitant's death if such election is made, the policy value will be adjusted upward (but not downward) to an amount equal to the death benefit amount determined upon such election and receipt of due proof of death of the annuitant. Any excess of the death benefit amount over the policy value will be allocated to each applicable investment option in the ratio that the policy value in the investment option bears to the total policy value. The terms and conditions of the policy that applied prior to the annuitant's death will continue to apply, with certain exceptions described in the policy. For purposes of the death benefit on the continued policy, the death benefit is calculated in the same manner as it was prior to continuation on the date the spouse continues the policy. *See* TAX INFORMATION - Same Sex Relationships for more information concerning spousal continuation involving same sex spouses.

For these purposes, if the sole primary beneficiary of the policy is a revocable grantor trust and the spouse of the owner/annuitant is the sole grantor, trustee, and beneficiary of the trust and the trust is using the spouse of the owner/annuitant's social security number at the time of claim, she or he shall be treated as the owner/annuitant's spouse. In those circumstances, the owner/annuitant's spouse will be treated as the beneficiary of the policy for purposes of applying the spousal continuation provisions of the policy.

For these purposes, if the owner is an individual retirement account within the meaning of IRC sections 408 or 408A and if the annuitant's spouse is the sole primary beneficiary of the annuitant's interest in such account, the annuitant's spouse will be treated as the beneficiary of the policy for purposes of applying the spousal continuation provisions of the policy.

Amount of Death Benefit

Death benefit provisions may differ from state to state. The death benefit may be paid as a lump sum, partial withdrawals or as annuity payments. The amount of the death benefit depends on the guaranteed minimum death benefit option, if any, you choose when you buy the policy. The "base policy" death benefit will generally be the greatest of:

- the policy value on the date we receive the required information in good order at our Administrative Office;
- the cash value on the date we receive in good order the required information at our Administrative Office (this will be more than the policy value if there is a positive excess interest adjustment that exceeds the surrender charge);
- minimum required cash value; and
- the guaranteed minimum death benefit (if one was elected) on the date of death; plus premium payments, minus withdrawals, from the date of death to the date the death benefit is paid less any recaptured premium enhancement. Please *see* "Appendix - Death Benefit" for illustrative examples regarding death benefit calculations.

Please note: The death benefit terminates upon annuitization and there is a maximum annuity commencement date.

Guaranteed Minimum Death Benefit

The guaranteed minimum death benefit terminates upon annuitization and there is a mandatory annuity commencement date. On the policy application, you may generally choose a guaranteed minimum death benefit (age limitations may apply) for an additional fee. After the policy is issued, you cannot make an election and the death benefit cannot be changed.

Annual Step-Up Death Benefit

Under this option, on each policy anniversary prior to your 81st birthday, a new "stepped-up" death benefit is determined and becomes the guaranteed minimum death benefit for that policy year. This "step-up" death benefit is equal to:

- the largest policy value on the policy date or on any policy anniversary prior to the earlier of the annuitant's date of death or the annuitant's 81st birthday; plus
- any premium payments since the date of any policy anniversary with the largest policy value; minus
- any adjusted partial surrenders (please *see* "Appendix - Death Benefit") since the date of the policy anniversary with the largest policy value to the date of death; minus
- withdrawals from the date of death to the date the death benefit is paid.

The Annual Step-Up Death Benefit is not available if you or the annuitant is 76 or older on the policy date. There is an extra charge for this death benefit. *See* FEE TABLE AND EXPENSE EXAMPLES.

Designated Investment Options. If you elected the Annual Step-Up Death Benefit, you must allocate 100% of your policy value to one or more of the designated investment options approved for the Annual Step-Up Death Benefit. *See* "Appendix - Designated Investment Options" for a complete listing of available subaccounts. Requiring that you designate 100% of your policy value to the designated investment options, some of which employ strategies that are intended to reduce the risk of loss and/or manage volatility, may reduce investment returns and may reduce the likelihood that we will be required to use our own assets to pay amounts due under this benefit.

Please note:

- **All policy value must be allocated to one or more designated investment options or your death benefit will terminate.**
- **You may transfer amounts among the designated investment options; however, you cannot transfer any amount to any other subaccount if you elect this death benefit.**

Return of Premium Death Benefit

The Return of Premium Death Benefit is equal to:

- total premium payments; minus
- any adjusted partial surrenders (please *see* "Appendix - Death Benefit") as of the date of death; minus
- withdrawals from the date of death to the date the death benefit is paid.

This benefit is not available if you or the annuitant is 86 or older on the policy date. There is an extra charge for this death benefit. *See* FEE TABLE AND EXPENSE EXAMPLES.

Designated Investment Options. If you elected the Return of Premium Death Benefit, you must allocate 100% of your policy value to one or more of the designated investment options approved for the Return of Premium Death Benefit. *See* "Appendix - Designated Investment Options" for a complete listing of available subaccounts. Requiring that you designate 100% of your policy value to the designated investment options, some of which employ strategies that are intended to reduce the risk of loss and/or manage volatility, may reduce investment returns and may reduce the likelihood that we will be required to use our own assets to pay amounts due under this benefit.

Please note:

- **All policy value must be allocated to one or more designated investment options or your death benefit will terminate.**
- **You may transfer amounts among the designated investment options; however, you cannot transfer any amount to any other subaccount if you elect this death benefit.**

Please note: You will not receive an **optional** guaranteed minimum death benefit if you do not choose one when you purchase your policy.

The Guaranteed Minimum Death Benefit may vary for certain policies and may not be available for all policies, in all states, at all times or through all financial intermediaries. We may discontinue offering a guaranteed minimum death benefit at any time.

Adjusted Partial Surrender

When you request a partial surrender, your guaranteed minimum death benefit will be reduced by an amount called the adjusted partial surrender. **Under certain circumstances, the adjusted partial surrender may be more than the dollar amount of your surrender request**. This will generally be the case if the guaranteed minimum death benefit exceeds the policy value at the time of surrender. It is also possible that if a death benefit is paid after you have made a partial surrender, then the total amount paid could be less than the total premium payments.

The formula used to calculate the adjusted partial surrender amount is: adjusted partial surrender = (amount of the gross partial surrender * value of the current death proceeds immediately prior to the gross partial surrender) / policy value immediately prior to the gross surrender.

We have included a detailed explanation of this adjustment with examples in the "Appendix - Death Benefit." This is referred to as "adjusted partial surrender" in your policy. If you have a qualified policy, minimum required distributions rules may require you to request a partial surrender.

TAX INFORMATION

NOTE: We have prepared the following information on federal taxes as a general discussion of the subject. It is not intended as tax advice to any taxpayer. The federal tax consequences discussed herein reflects our understanding of current law, and the law may change. No representation is made regarding the likelihood of continuation of the present federal tax law or of the current interpretations by the Internal Revenue Service. The discussion briefly references federal estate, gift and generation-skipping transfer taxes, but principally discusses federal income taxes. No attempt is made to consider any applicable state or other income tax laws, any state and local estate or inheritance tax, or other tax consequences of ownership or receipt of distributions under the policy. You should consult your own tax adviser about your own circumstances.

Introduction

Deferred annuity policies are a way of setting aside money for future needs like retirement. Congress recognized how important saving for retirement is and provided special rules in the Internal Revenue Code (the "Code") for annuities. Simply stated, these rules generally provide that individuals will not be taxed on the earnings, if any, on the money held in an annuity policy until withdrawn. This is referred to as tax deferral. When a non-natural person (e.g., corporation or certain trusts) owns a nonqualified policy, the policy will generally not be treated as an annuity for tax purposes. Thus, the owner must generally include in income any increase in the policy value over the investment in the policy during each taxable year.

There are different rules as to how you will be taxed depending on how you take the money out and the type of policy-qualified or nonqualified.

If you purchase the policy as an individual retirement annuity or as a part of a 403(b) plan, 457 plan, a pension plan, a profit sharing plan (including a 401(k) plan), or certain other employer sponsored retirement programs, your policy is referred to as a qualified policy. There is no additional tax deferral benefit derived from placing qualified funds into a variable annuity. Features other than tax deferral should be considered in the purchase of a qualified policy. There are limits on the amount of contributions you can make to a qualified policy. Other restrictions may apply including terms of the plan in which you participate. To the extent there is a conflict between a plan's provisions and a policy's provisions, the plan's provisions will control.

If you purchase the policy other than as part of any arrangement described in the preceding paragraph, the policy is referred to as a nonqualified policy.

You will generally not be taxed on increases in the value of your policy, whether qualified or nonqualified, until a distribution occurs (e.g., as a surrender, withdrawal, or as annuity payments). However, you may be subject to current taxation if you assign or pledge or enter into an agreement to assign or pledge any portion of the policy. You may also be subject to current taxation if you make a gift of a nonqualified policy without valuable consideration. All amounts received from the policy that are includible in income are taxed at ordinary income rates; no amounts received from the policy are taxable at the lower rates applicable to capital gains.

The Internal Revenue Service ("IRS") has not reviewed the policy for qualification as an IRA annuity, and has not addressed in a ruling of general applicability whether the death benefit options and riders available, with the policy, if any, comport with IRA qualification requirements.

The value of living and death benefit options and riders elected may need to be taken into account in calculating minimum required distributions from a qualified plan/or policy.

We may occasionally enter into settlements with owners and beneficiaries to resolve issues relating to the policy. Such settlements will be reported on the applicable tax form (e.g., Form 1099) provided to the taxpayer and the taxing authorities.

Taxation of Us

We are at present taxed as a life insurance company under part I of Subchapter L of the Code. The separate account is treated as a part of us and, accordingly, will not be taxed separately as a "regulated investment company" under Subchapter M of the Code. We do not expect to incur any federal income tax liability with respect to investment income and net capital gains arising from the activities of the separate account retained as part of the reserves under the policy. Based on this expectation, it is anticipated that no charges will be made against the separate account for federal income taxes. If in future years, any federal income taxes are incurred by us with respect to the separate account, we may make a charge to that account. We may benefit from any dividends received or foreign tax credits attributable to taxes paid by certain underlying fund portfolios to foreign jurisdictions to the extent permitted under federal tax law.

Tax Status of a Nonqualified Policy

Diversification Requirements. In order for a nonqualified variable policy which is based on a segregated asset account to qualify as an annuity policy under Section 817(h) of the Code, the investments made by such account must be "adequately diversified" in accordance with Treasury Regulations. The Regulations apply a diversification requirement to each of the subaccounts. Each separate account, through its underlying fund portfolios and their portfolios, intends to comply with the diversification requirements of the Regulations. We have entered into agreements with each underlying fund portfolio company that require the portfolios to be operated in compliance with the Regulations but we do not have control over the underlying fund portfolio companies. The owners bear the risk that the entire contract could be disqualified as an annuity policy under the Code due to the failure of a subaccount to be deemed to be "adequately diversified."

Owner Control. In some circumstances, owners of variable policies who retain excessive control over the investment of the underlying separate account assets may be treated as the owners of those assets and may be subject to tax on income produced by those assets. In Revenue Ruling 2003-91, the IRS stated that whether the owner of a variable policy is to be treated as the owner of the assets held by the insurance company under the policy will depend on all of the facts and circumstances.

Revenue Ruling 2003-91 also gave an example of circumstances under which the owner of a variable policy would not possess sufficient control over the assets underlying the policy to be treated as the owner of those assets for federal income tax purposes. To the extent the circumstances relating to the issuance and ownership of a policy vary from those described in Revenue Ruling 2003-91, owners bear the risk that they will be treated as the owner of Separate Account assets and taxed accordingly.

We believe that the owner of a policy should not be treated as the owner of the underlying assets. We reserve the right to modify the policies to bring them into conformity with applicable standards should such modification be necessary to prevent owners of the policies from being treated as the owners of the underlying separate account assets. Concerned owners should consult their own tax advisers regarding the tax matter discussed above.

Distribution Requirements. The Code requires that nonqualified policies contain specific provisions for distribution of policy proceeds upon the death of any owner. In order to be treated as an annuity policy for federal income tax purposes, the Code requires that such policies provide that if any owner dies on or after the annuity starting date and before the entire interest in the policy has been distributed, the remaining portion must be distributed at least as rapidly as under the method in effect on such owner's death. If any owner dies before the annuity starting date, the entire interest in the policy must generally be distributed (1) within 5 years after such owner's date of death or (2) be used to provide payments to a designated beneficiary for the life of the beneficiary or for a period not extending beyond the life expectancy of the beneficiary. The designated beneficiary must be an individual and payments must begin within one year of such owner's death. However, if upon such owner's death the owner's surviving spouse is the sole beneficiary of the policy, then the policy may be continued with the surviving spouse as the new owner. If any owner is a non-natural person (except in the case of certain grantor trusts), then for purposes of these distribution requirements, the primary annuitant shall be treated as an owner and any death or change of such primary annuitant shall be treated as the death of an owner.

In certain instances a designated beneficiary may be permitted to elect a "stretch" withdrawal option as a means of disbursing death proceeds from a nonqualified annuity. The only method we use for making distribution payments from a nonqualified "stretch" withdrawal option is the required minimum distribution method as set forth in Revenue Ruling 2002-62. The applicable payments are calculated using the Single Life Expectancy Table set forth in Treasury Regulation § 1.401(a)(9)-9, A-1.

The nonqualified policies contain provisions intended to comply with these requirements of the Code. No regulations interpreting these requirements of the Code have yet been issued and thus no assurance can be given that the provisions contained in the policies satisfy all such Code requirements. The provisions contained in the policies will be reviewed and modified if necessary to assure that they comply with the Code requirements when clarified by regulation or otherwise.

Taxation of Nonqualified Annuities

The following discussion assumes the policy qualifies as an annuity policy for federal income tax purposes.

In General. Code Section 72 governs taxation of annuities in general. We believe that an owner who is an individual will not be taxed on increases in the value of a policy until such amounts are surrendered or distributed. For this purpose, the assignment, pledge, or agreement to assign or pledge any portion of the policy value as collateral for a loan generally will be treated as a distribution of such portion. You may also be subject to current taxation if you make a gift of a nonqualified policy without valuable consideration. The taxable portion of a distribution is taxable as ordinary income.

Non-Natural Persons. Pursuant to Section 72(u) of the Code, a nonqualified policy held by a taxpayer other than a natural person generally will not be treated as an annuity policy under the Code; accordingly, an owner who is not a natural person will recognize as ordinary income for a taxable year the excess, if any, of the policy value over the "investment in the contract". There are some exceptions to this rule and a prospective purchaser of the policy that is not a natural person should discuss these rules with a competent tax adviser. A policy owned by a trust using the grantor's social security number as its taxpayer identification number will be treated as owned by the grantor (natural person) for the purposes of our application of Section 72 of the Code. Consult a tax adviser for more information on how this may impact your policy.

Different Individual Owner and Annuitant

If the owner and annuitant on the policy are different individuals, there may be negative tax consequences to the owner and/or beneficiaries under the policy if the annuitant predeceases the owner including, but not limited, to the assessment of penalty tax and the loss of certain death benefit distribution options. You may wish to consult your legal counsel or tax adviser if you are considering designating a different individual as the annuitant on your policy to determine the potential tax ramifications of such a designation.

Annuity Starting Date

This section makes reference to the annuity starting date as defined in Section 72 of the Code and the applicable regulations. Generally, the definition of annuity starting date will correspond with the definition of annuity commencement date used in your policy and the dates will be the same. However, in certain circumstances, your annuity starting date and annuity commencement date will not be the same date. If there is a conflict between the definitions, we will interpret and apply the definitions in order to ensure your policy maintains its status as an annuity policy for federal income tax purposes. You may wish to consult a tax adviser for more information on when this issue may arise.

It is possible that at certain advanced ages a policy might no longer be treated as an annuity contract if the policy has not been annuitized before that age or have other tax consequences. You should consult with a tax adviser about the tax consequences in such circumstances.

Taxation of Annuity Payments

Although the tax consequences may vary depending on the annuity payment option you select, in general, for nonqualified and certain qualified policies, only a portion of the annuity payments you receive will be includable in your gross income.

In general, the excludable portion of each annuity payment you receive will be determined as follows:

- Fixed payments-by dividing the "investment in the policy" on the annuity starting date by the total expected return under the policy (determined under Treasury regulations) for the term of the payments. This is the percentage of each annuity payment that is excludable.
- Variable payments-by dividing the "investment in the policy" on the annuity starting date by the total number of expected periodic payments. This is the amount of each annuity payment that is excludable.

The remainder of each annuity payment is includable in gross income. Once the "investment in the policy" has been fully recovered, the full amount of any additional annuity payments is includable in gross income and taxed as ordinary income. The "investment in the policy" is generally equal to the premiums you pay for the policy, reduced by any amounts you have previously received from the policy that are excludible from gross income.

If you select more than one annuity payment option, special rules govern the allocation of the policy's entire "investment in the policy" to each such option, for purposes of determining the excludable amount of each payment received under that option. We advise you to consult a competent tax adviser as to the potential tax effects of allocating amounts to any particular annuity payment option.

If, after the annuity starting date, annuity payments stop because an annuitant died, the excess (if any) of the "investment in the policy" as of the annuity starting date over the aggregate amount of annuity payments received that was excluded from gross income may possibly be allowable as a deduction on your tax return.

Taxation of Surrenders and Partial Withdrawals - Nonqualified Policies

When you surrender your policy, you are generally taxed on the amount that your surrender proceeds exceeds the "investment in the policy". The "investment in the policy" is generally equal to the premiums you pay for the policy, reduced by any amounts you have previously received from the policy that are excludible from gross income. Partial withdrawals are generally treated first as taxable income to the extent of the excess in the policy value over the "investment in the policy." Distributions made under the systematic payout option are treated for tax purposes as partial withdrawal, not annuity payments. In general, loans, pledges, and collateral assignments as security for a loan are taxed in the same manner as partial withdrawals and surrenders. You may also be subject to current taxation if you make a gift of a nonqualified policy without valuable consideration. All taxable amounts received under a policy are subject to tax at ordinary rather than capital gain tax rates.

If your policy contains an excess interest adjustment feature (also known as a market value adjustment), then your policy value immediately before a policy withdrawal (or transaction taxed like a withdrawal) may have to be increased by any positive excess interest adjustments that result from the transaction. There is, however, no definitive guidance on the proper tax treatment of excess interest adjustments, and you may want to discuss the potential tax consequences of an excess interest adjustment with your tax adviser.

The Code also provides that amounts received from the policy that are includible in gross income (including the taxable portion of some annuity payments) may be subject to a penalty tax. The amount of the penalty tax is equal to 10% of the amount that is includable in income. Some surrender withdrawals and other amounts will be exempt from the penalty tax. Amounts received that are not subject to the penalty tax include, among others, any amounts: (1) paid on or after the taxpayer reaches age 59½; (2) paid after an owner (or where the owner is a non-natural person, an annuitant) dies; (3) paid if the taxpayer becomes disabled (as that term is defined in the Code); (4) paid in a series of substantially equal payments made annually (or more frequently) over the life of the taxpayer or the joint life of the taxpayer and the taxpayer's designated beneficiary; (5) paid under an immediate annuity; or (6) which come from premium payments made prior to August 14, 1982. Regarding the disability exception, because we cannot verify that the owner is disabled, we will report such withdrawals to the IRS as early withdrawals with no known exception from the penalty tax.

Other exceptions may be applicable under certain circumstances and special rules may be applicable in connection with the exceptions enumerated above. You may wish to consult a tax adviser for more information regarding the imposition of penalty tax.

Guaranteed Lifetime Withdrawal Benefits

For policies with a guaranteed lifetime withdrawal benefit or a guaranteed maximum accumulation benefit the application of certain tax rules, particularly those rules relating to distributions from your policy, are not entirely clear. It is possible that the withdrawal base (with respect to the guaranteed lifetime withdrawal benefits) and the guaranteed future value (with respect to the guaranteed maximum accumulation benefit) could be taken into account to determine the policy value that is used to calculate the amount of the distribution that would be included in income. The proper treatment of the Income Enhancement Option under a guaranteed lifetime withdrawal benefit is unclear. It is possible that the IRS could determine that the benefit provides some form of long term care insurance. In that event, (1) you could be treated as in receipt of some amount of income attributable to the value of the benefit even though you have not received a payment from your policy, and (2) the amount of income attributable to guaranteed lifetime withdrawal payments could be affected. In view of this uncertainty, you should consult a tax adviser with any questions.

Aggregation

All nonqualified deferred annuity policies that are issued by us (or our affiliates) to the same owner (policyholder) during any calendar year are treated as one annuity for purposes of determining the amount includable in the owner's income when a taxable distribution (other than annuity payments) occurs. If you are considering purchasing multiple policies from us (or our affiliates) during the same calendar year, you may wish to consult with your tax adviser regarding how aggregation will apply to your policies.

Tax-Free Exchanges of Nonqualified Policies

We may issue the nonqualified policy in exchange for all or part of another annuity contract that you own. Such an exchange will be tax free if certain requirements are satisfied. If the exchange is tax free, your investment in the policy immediately after the exchange will generally be the same as that of the annuity contract exchanged, increased by any additional premium payment made as part of the exchange. Your policy value immediately after the exchange may exceed your investment in the policy. That excess may be includable in income should amounts subsequently be withdrawn or distributed from the policy (e.g., as a partial withdrawal, surrender, annuity income payment or death benefit).

If you exchange part of an existing contract for the policy, and within 180 days of the exchange you received a payment other than certain annuity payments (e.g., you make a partial withdrawal) from either contract, the exchange may not be treated as a tax free exchange. Rather, some or all of the amount exchanged into the policy could be includible in your income and subject to a 10% penalty tax.

You should consult your tax adviser in connection with an exchange of all or part of an annuity contract for the policy, especially if you may make a withdrawal from either contract within 180 days after the exchange.

Medicare Tax

Distributions from nonqualified annuity policies are considered "investment income" for purposes of the Medicare tax on investment income. Thus, in certain circumstances, a 3.8% tax may be applied to some or all of the taxable portion of distributions (e.g., earnings) to individuals, trusts, and estates whose income exceeds certain threshold amounts. We are required to report distributions made from nonqualified annuity policies as being potentially subject to this tax. While distributions from qualified policies are not subject to the tax, such distributions may be includable in income for purposes of determining whether certain Medicare Tax thresholds have been met. As such, distributions from your qualified policy could cause your other investment income to be subject to the tax. Please consult a tax adviser for more information.

Same Sex Relationships

Section 3 of the Federal Defense of Marriage Act was ruled unconstitutional by the U.S. Supreme Court. The Internal Revenue Service adopted a rule in response thereto recognizing the marriage of same sex individuals validly entered into in a jurisdiction that authorizes same sex marriages, even if the individuals are domiciled in a jurisdiction that does not recognize the marriage. The Internal Revenue Service also ruled that the term "spouse" does not include an individual who has entered into a registered domestic partnership, civil union, or other similar relationship that is not denominated as a marriage under the laws of that jurisdiction. We intend to administer the policy consistent with these rulings until further guidance is provided. Therefore, exercise of the spousal continuation provisions of this policy or any riders by persons who do not meet the definition of "spouse" under federal law – e.g., domestic and civil union partners – may have adverse tax consequences and/or may not be permissible.

Please note the jurisdiction where you are domiciled may not recognize same sex marriage which may limit your ability to take advantage of certain benefits provided to spouses under the policy. There are several unanswered questions regarding the scope and impact of the Supreme Court's decision and the subsequent guidance provided by the Internal Revenue Service. Please consult a tax adviser for more information on this subject.

Taxation of Death Benefit Proceeds

Amounts may be distributed from the policy because of your death or the death of the annuitant. Generally, such amounts should be includable in the income of the recipient: (1) if distributed in a lump sum, these amounts are taxed in the same manner as a surrender; (2) if distributed via partial withdrawals, these amounts are taxed in the same manner as partial surrenders; or (3) if distributed under an annuity payment option, these amounts are taxed in the same manner as annuity payments.

Transfers, Assignments or Exchanges of Policies

A transfer of ownership or assignment of a policy, the designation of an annuitant or payee or other beneficiary who is not also the owner, the exchange of a policy and certain other transactions, or a change of annuitant other than the owner, may result in certain income or gift tax consequences to the owner that are beyond the scope of this discussion. An owner contemplating any such transaction or designation should contact a competent tax adviser with respect to the potential tax effects.

Charges

It is possible that the IRS may take a position that fees for certain optional benefits (e.g., death benefits other than the Return of Premium death benefit) are deemed to be taxable distributions to you. In particular, the IRS may treat fees associated with certain optional benefits as a taxable partial withdrawal, which might also be subject to a tax penalty if the partial withdrawal occurs prior to age 59½. Although we do not believe that the fees associated with any optional benefit provided under the policy should be treated as taxable partial withdrawal, the tax rules associated with these benefits are unclear, and we advise that you consult your tax adviser prior to selecting any optional benefit under the policy.

Federal Estate, Gift and Generation-Skipping Transfer Taxes

Beginning in 2013, the federal estate tax, gift tax and generation-skipping transfer ("GST") tax exemptions and maximum rates are $5,000,000 indexed for inflation and 40% respectively.

The uncertainty as to how the current law might be modified in the future underscores the importance of seeking guidance from a competent adviser to help ensure that your estate plan adequately addresses your needs and that of your beneficiaries under all possible scenarios.

Federal Estate Taxes. While no attempt is being made to discuss the Federal estate tax implications of the policy in detail, a purchaser should keep in mind that the value of an annuity policy owned by a decedent and payable to a beneficiary by virtue of surviving the decedent is included in the decedent's gross estate. Depending on the terms of the annuity policy, the value of the annuity included in the gross estate may be the value of the lump sum payment payable to the designated beneficiary or the actuarial value of the payments to be received by the beneficiary. Consult an estate planning adviser for more information.

Generation-Skipping Transfer Tax. Under certain circumstances, the Code may impose a "generation skipping transfer tax" when all or part of an annuity policy is transferred to, or a death benefit is paid to, an individual two or more generations younger than the owner. Regulations issued under the Code may require us to deduct the tax from your policy, or from any applicable payment, and pay it directly to the IRS.

Qualified Policies

The qualified policy is designed for use with several types of tax-qualified retirement plans which are briefly described below. The tax rules applicable to participants and beneficiaries in tax-qualified retirement plans vary according to the type of plan and the terms and conditions of the plan. Special favorable tax treatment may be available for certain types of contributions and distributions. Adverse tax consequences may result from contributions in excess of specified limits, distributions prior to age 59½ (subject to certain exceptions), distributions that do not conform to specified commencement and minimum distribution rules, and in other specified circumstances. The distribution rules under Section 72(s) of the Code do not apply to annuities provided under a plan described in Sections 401(a), 403(a), 403(b), 408 or 408A of the Code, but other similar rules may. Some retirement plans are subject to distribution and other requirements that are not incorporated into the policies or our policy administration procedures. Owners, employers, participants, and beneficiaries are responsible for determining that contributions, distributions, and other transactions with respect to the policies comply with applicable law.

Traditional Individual Retirement Annuities. In order to qualify as a traditional individual retirement annuity under Section 408(b) of the Code, a policy must satisfy certain conditions: (i) the owner must be the annuitant; (ii) the policy generally is not transferable by the owner, e.g., the owner may not designate a new owner, designate a contingent owner or assign the policy as collateral security; (iii) subject to special rules, the total premium payments for any calendar year may not exceed the amount specified in the Code for the year, except in the case of a rollover amount or contribution under Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) of the Code; (iv) annuity payments or partial surrenders according to the requirements in the IRS regulations (minimum required distributions) must begin no later than April 1 of the calendar year following the calendar year in which the annuitant attains age 70½; (v) an annuity payment option with a period certain that will guarantee annuity payments beyond the life expectancy of the annuitant and the beneficiary may not be selected; (vi) certain payments of death benefits must be made in the event the annuitant dies prior to the distribution of the policy value; (vii) the entire interest of the owner is non-forfeitable; and (viii) the premiums must not be fixed. Policies intended to qualify as traditional individual retirement annuities under Section 408(b) of the Code contain such provisions. Amounts in the individual retirement annuity (other than nondeductible contributions) generally are taxed only when distributed from the annuity. Distributions prior to age 59½ (unless certain exceptions apply) are subject to a 10% penalty tax.

SIMPLE and SEP IRAs are types of IRAs that allow employers to contribute to IRAs on behalf of their employees. SIMPLE IRAs permit certain small employers to establish SIMPLE plans as provided by section 408(p) of the Code, under which employees may elect to defer to a SIMPLE IRA a specified percentage of compensation. The sponsoring employer is required to make matching or non-elective contributions on behalf of employees. Distributions from SIMPLE IRAs are subject to the same restrictions that apply to IRA distributions. Subject to certain exceptions, distributions prior to age 59½ are subject to a 10 percent penalty tax, which is increased to 25 percent if the distribution occurs within the first two years after the commencement of the employee's participation in the plan. SEP IRAs permit employers to make contributions to IRAs on behalf of their employees, up to a specified dollar amount for the year and subject to certain eligibility requirements as provided by Section 408(k) of the Code. Distributions from SEP IRAs are subject to the same rules that apply to IRA distributions and are taxed as ordinary income.

The IRS has not reviewed this policy for qualification as a traditional IRA, SIMPLE IRA or SEP IRA, and has not addressed in a ruling of general applicability whether any death benefits available under the policy comport with qualification requirements.

Roth Individual Retirement Annuities (Roth IRA). The Roth IRA, under Section 408A of the Code, contains many of the same provisions as a traditional IRA. However, there are some differences. First, the contributions are not deductible and must be made in cash or as a rollover or transfer from another Roth IRA, a traditional IRA or other allowed qualified plan. A rollover from or conversion of an IRA to a Roth IRA may be subject to tax. The ability to make cash contributions to Roth IRAs is available to individuals with earned income and whose modified adjusted gross income is under a specified dollar amount for the year. Subject to special rules, the amount per individual that may be contributed to all IRAs (Roth and traditional) is an amount specified in the Code for the year. Secondly, the distributions are taxed differently. The Roth IRA offers tax-free distributions when made 5 tax years after the first contribution to any Roth IRA of the individual and made after one of the following: attaining age 59½, to pay for qualified first time home buyer expenses (lifetime maximum of $10,000), or due to death or disability. All other distributions are subject to income tax when made from earnings and may be subject to a penalty tax unless an exception applies. Please note that specific tax ordering rules apply to Roth IRA distributions. Unlike the traditional IRA, there are no minimum required distributions during the owner's lifetime; however, minimum required distributions at death are generally the same as for traditional IRAs.

The IRS has not reviewed this policy for qualification as a ROTH IRA, and has not addressed in a ruling of general applicability whether any death benefits available under the policy comport with qualification requirements.

Section 403(b) Plans. Under Section 403(b) of the Code, payments made by public school systems and certain tax exempt organizations to purchase policies for their employees are generally excludable from the gross income of the employee, subject to certain limitations. However, such payments may be subject to Federal Insurance Contributions Act (FICA or Social Security) taxes. The policy includes a death benefit that in some cases may exceed the greater of the premium payments or the policy value. Additionally, in accordance with the requirements of the Code, Section 403(b) annuities generally may not permit distribution of (i) elective contributions made in years beginning after December 31, 1988, and (ii) earnings on those contributions, and (iii) earnings on amounts attributed to elective contributions held as of the end of the last year beginning before January 1, 1989, unless certain events have occurred. Specifically distributions of such amounts will be allowed only upon the death of the employee, on or after attainment of age 59½, severance from employment, disability, or financial hardship, except that income attributable to elective contributions may not be distributed in the case of hardship. These rules may prevent the payment of guaranteed withdrawals under a guaranteed lifetime withdrawal benefit prior to age 59½. For policies issued after 2008, amounts attributable to non-elective contributions may be subject to distribution restrictions specified in the employer's section 403(b) plan. Employers using the policy in connection with Section 403(b) plans may wish to consult with their tax adviser.

Pursuant to tax regulations, we generally are required to confirm, with your 403(b) plan sponsor or otherwise, that surrenders, loans or transfers you request from a 403(b) policy comply with applicable tax requirements before we process your request. We will defer such payments you request until all information required under the tax law has been received. By requesting a surrender or transfer, you consent to the sharing of confidential information about you, the policy, and transactions under the policy and any other 403(b) policies or accounts you have under the 403(b) plan among us, your employer or plan sponsor, any plan administrator or record keeper, and other product providers.

Pension and Profit-Sharing Plans. Sections 401(a) and 403(a) of the Code permit employers to establish various types of retirement plans for employees and self-employed individuals to establish qualified plans for themselves and their employees. Such retirement plans may permit the purchase of the policies to accumulate retirement savings. Adverse tax consequences to the plan, the participant or both may result if the policy is assigned or transferred to any individual as a means to provide benefit payments. Contributions to and distributions from such plans are limited by the Code and may be subject to penalties.

Deferred Compensation Plans. Section 457(b) of the Code, while not actually providing for a qualified plan as that term is normally used, provides for certain deferred compensation plans established and maintained by state and local governments (and their agencies and instrumentalities) and tax exempt organizations. Under such plans a participant may be able to specify the form of investment in which his or her participation will be made. For non-governmental Section 457(b) plans, all such investments, however, are typically owned by, and are subject to, the claims of the general creditors of the sponsoring employer. Depending on the terms of the particular plan, a non-government employer may be entitled to draw on deferred amounts for purposes unrelated to its Section 457(b) plan obligations. In general, all amounts received under a non-governmental Section 457 plan are taxable in the year paid (or in the year paid or made available in the case of a non-governmental 457(b) plan). Distributions from non-governmental 457(b) plans are subject to federal income tax withholding as wages, distributions from governmental 457(b) plans are subject to withholding as "eligible rollover distributions" as described in the section entitled "Withholding." below. Contributions to and distributions from such plans are limited by the Code and may be subject to penalties. Deferred compensation plans of governments and tax-exempt entities that do not meet the requirements of Section 457(b) are taxed under Section 457(f), which means compensation deferred under the plan is included in gross income in the first year in which the compensation is not subject to substantial risk of forfeiture.

Ineligible Owners-Qualified

We currently will not issue new policies to/or for the following plans: 403(a), 403(b), 412(i)/412(e)(3), 419, 457 (we will in certain limited circumstances accept 457(f) plans), employee stock ownership plans, Keogh/H.R.-10 plans and any other types of plans at our sole discretion.

Taxation of Surrenders and Partial Withdrawals - Qualified Policies

In the case of a withdrawal under a qualified policy (other than from a deferred compensation plan under Section 457 of the Code), a pro rata portion of the amount you receive is taxable, generally based on the ratio of your "investment in the policy" to your total account balance or accrued benefit under the retirement plan. Your "investment in the policy" generally equals the amount of any non-deductible premium payments made by you or on your behalf. If you do not have any non-deductible premium payments, your investment in the contract will be treated as zero.

In addition, a penalty tax may be assessed on amounts surrendered from the policy prior to the date you reach age 59½, unless you meet one of the exceptions to this rule which are similar to the penalty exceptions for distributions from nonqualified policies discussed above. However, the exceptions applicable for qualified policies differ from those provided to nonqualified policies. You may wish to consult a tax adviser for more information regarding the application of these exceptions to your circumstances. You may also be required to begin taking minimum distributions from the policy by a certain date. The terms of the plan may limit the rights otherwise available to you under the policy.

Qualified Plan Required Distributions

For qualified plans under Section 401(a), 403(a), 403(b), and 457, the Code requires that distributions generally must commence no later than the later of April 1 of the calendar year following the calendar year in which the owner (or plan participant) (i) reaches age 70½ or (ii) retires, and must be made in a specified form or manner. If a participant is a "5 percent owner" (as defined in the Code), or in the case of an IRA (other than a Roth IRA which is not subject to the lifetime required minimum distribution rules), distributions generally must begin no later than April 1 of the year following the calendar year in which the owner (or plan participant) reaches age 70½. The actuarial present value of death and/or living benefit options and riders elected may need to be taken into account in calculating minimum required distributions. Consult a competent tax adviser before purchasing an optional living or death benefit.

Each owner is responsible for requesting distributions under the policy that satisfy applicable tax rules. We do not attempt to provide more than general information about the use of the policy with the various types of retirement plans. Purchasers of policies for use with any retirement plan should consult their legal counsel and tax adviser regarding the suitability of the policy.

The Code generally requires that interest in a qualified policy be non-forfeitable. If your policy contains a bonus rider with a recapture, forfeiture, or "vesting" feature, it may not be consistent with those requirements. Consult a tax adviser before purchasing a bonus rider as part of a qualified policy.

You should consult your legal counsel or tax adviser if you are considering purchasing an enhanced death benefit or other optional rider, or if you are considering purchasing a policy for use with any qualified retirement plan or arrangement.

Optional Living Benefits

For policies with a guaranteed lifetime withdrawal benefit or a guaranteed maximum accumulation benefit the application of certain tax rules, particularly those rules relating to distributions from your policy, are not entirely clear. The tax rules for qualified policies may impact the value of these optional benefits. Additionally, the actions of the qualified plan as contract holder may cause the qualified plan participant to lose the benefit of the guaranteed lifetime withdrawal benefit. In view of this uncertainty, you should consult a tax adviser before purchasing this policy as a qualified policy.

Withholding

The portion of any distribution under a policy that is includable in gross income will be subject to federal income tax withholding unless the recipient of such distribution elects not to have federal income tax withheld. Election forms will be provided at the time distributions are requested or made. The amount of withholding varies according to the type of distribution. The withholding rates applicable to the taxable portion of periodic payments (other than eligible rollover distributions) are the same as the withholding rates generally applicable to payments of wages. A 10% withholding rate applies to the taxable portion of non-periodic payments. Regardless of whether you elect not to have federal income tax withheld, you are still liable for payment of federal income tax on the taxable portion of the payment. For qualified policies taxable, "eligible rollover distributions" from Section 401(a) plans, Section 403(a) annuities, Section 403(b) tax-sheltered annuities, and governmental 457 plans are subject to a mandatory federal income tax withholding of 20%. An eligible rollover distribution is any distribution from such a plan, other than specified distributions such as distributions required by the Code, distributions in a specified annuity form or hardship distributions. The 20% withholding does not apply, however, to nontaxable distributions or if (i) the employee (or employee's spouse or former spouse as beneficiary or alternate payee) chooses a "direct rollover" from the plan to a tax-qualified plan, IRA, Roth IRA or 403(b) tax-sheltered annuity or to a governmental 457 plan that agrees to separately account for rollover contributions; or (ii) a non-spouse beneficiary chooses a "direct rollover" from the plan to an IRA established by the direct rollover.

Annuity Purchases by Residents of Puerto Rico

The IRS has announced that income received by residents of Puerto Rico under life insurance or annuity policies issued by a Puerto Rico branch of a United States life insurance company is U.S.-source income that is generally subject to United States federal income tax.

Annuity Policies Purchased by Non-resident Aliens and Foreign Corporations

The discussion above provided general information (but not tax advice) regarding U.S. federal income tax consequences to annuity owners that are U.S. persons. Taxable distributions made to owners who are not U.S. persons will generally be subject to U.S. federal income tax withholding at a 30% rate, unless a lower treaty rate applies. In addition, distributions may be subject to state and/or municipal taxes and taxes that may be imposed by the owner's country of citizenship or residence. Prospective foreign owners are advised to consult with a qualified tax adviser regarding U.S., state, and foreign taxation for any annuity policy purchase.

Foreign Account Tax Compliance Act ("FATCA")

If the payee of a distribution from the policy is a foreign financial institution ("FFI") or a non-financial foreign entity ("NFFE") within the meaning of the Code as amended by the Foreign Account tax Compliance Act ("FATCA"), the distribution could be subject to U.S. federal withholding tax on the taxable amount of the distribution at a 30% rate irrespective of the status of any beneficial owner of the policy or the distribution. The rules relating to FATCA are complex, and a tax adviser should be consulted if an FFI or NFFE is or may be designated as a payee with respect to the policy.

Possible Tax Law Changes

Although the likelihood of legislative or regulatory changes is uncertain, there is always the possibility that the tax treatment of the policy could change by legislation, regulation, or otherwise. You should consult a tax adviser with respect to legal or regulatory developments and their effect on the policy.

We have the right to modify the policy to meet the requirements of any applicable laws or regulations, including legislative changes that could otherwise diminish the favorable tax treatment that annuity owners currently receive.

ADDITIONAL FEATURES

Systematic Payout Option

You can select at any time during the accumulation phase to receive regular withdrawals from your policy by using the systematic payout option. Any systematic withdrawal in excess of the cumulative interest credited from the guaranteed period options at the time of the withdrawal may be subject to an excess interest adjustment. Any systematic withdrawal in excess of your remaining surrender charge free amount may be subject to a surrender charge. Any systematic withdrawal in excess of the remaining rider withdrawal amount could affect your rider values (if elected). Systematic withdrawals can be made monthly, quarterly, semi-annually, or annually. Each withdrawal must be at least $50. Monthly and quarterly systematic withdrawals must generally be made by electronic funds transfer directly to your checking or savings account. There is no charge for this benefit.

Keep in mind that withdrawals under the systematic payout option may be taxable, and if made before age 59½, may be subject to a 10% federal penalty tax.

Liquidity Rider

The optional Liquidity Rider (only available with the B-Share) reduces the number of years each premium payment is subject to surrender charges. You can only elect this rider at the time you purchase the policy.

Surrender Charge Schedule. The Liquidity Rider reduces the number of years each premium payment is subject to surrender charges from seven years to four years. The surrender charge will remain unchanged from that of the B-Share for the first four years.

Rider Fee. There is an additional charge for this rider which is a percentage of the daily net asset value in the separate account which is deducted in calculating the accumulation unit values. The rider fee is only charged for the first four policy years.

Accumulation Unit Values. We intend to administer the removal of the Liquidity Rider fee by changing to a different class of accumulation units. This will result in adjusting the number of accumulation units and adjusting the unit value of the subaccounts in which you were invested once the Liquidity Rider fee is no longer charged. The elimination of the fee and the adjustment in the number of accumulation units and unit values will not affect policy values.

Termination. The rider is irrevocable.

Please note:

- This feature terminates upon annuitization and there is a mandatory annuity commencement date.
- We may credit interest in the fixed account (if available) at a lower rate if you select this rider.

The Liquidity Rider may vary for certain policies and may not be available for all policies, in all states, at all times or through all financial intermediaries. We may discontinue offering this benefit at any time. In some cases, a benefit not available through a financial intermediary may be obtained by contacting us directly. For more information on the options available for electing a benefit, please contact your financial intermediary or our Administrative Office.

Additional Death Distribution

The optional Additional Death Distribution rider pays an additional amount (based on rider earnings, if any, since the rider was issued) when a death benefit is payable during the accumulation phase under your policy, in certain circumstances. The Additional Death Distribution is only available for issue ages through age 80. The Additional Death Distribution is only available with the Return of Premium Death Benefit or the Annual Step-Up Death Benefit. **Please Note:** This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a nonqualified annuity under which death benefits are being distributed under a stretch withdrawal option. The Additional Death Distribution benefit is based on our claims-paying ability.

Additional Death Distribution Benefit Amount. The Additional Death Distribution is payable only if you elected the rider prior to the death triggering the payment of the policy death benefit and a death benefit is payable under the policy. The Additional Death Distribution is equal to:

- the Additional Death Distribution factor (see below); multiplied by
- the rider earnings, if any, on the date the death benefit is calculated.

Rider earnings are policy gains accrued and not previously withdrawn since the rider date. This amount is equal to the current policy value minus the policy value on the rider date minus premiums paid after the rider date plus amounts withdrawn after the rider date that exceed rider earnings on the date of the withdrawal. No benefit is payable under the Additional Death Distribution rider if there are no rider earnings on the date the death benefit is calculated.

If you purchase your policy as part of a 1035 exchange or add the Additional Death Distribution rider after you purchase the policy, rider earnings do not include any gains before the 1035 exchange or the date the Additional Death Distribution is added to your policy.

The Additional Death Distribution factor is 40% for issue ages under 71 and 25% for issue ages 71-80, based on the annuitant's age.

No benefit is paid under the rider unless (a) the rider is in force, (b) a death benefit is payable on the policy, and (c) there are rider earnings when the death benefit is calculated.

For purposes of computing taxable gains, both the death benefit payable under the policy and the Additional Death Distribution will be considered.

Please *see* "Appendix - Additional Death Distribution Rider" for an example which illustrates the Additional Death Distribution payable as well as the effect of a partial surrender on the Additional Death Distribution benefit amount.

Spousal Continuation. If a spouse is eligible to and elects to continue the policy as the new owner instead of receiving a death benefit and Additional Death Distribution, the spouse will generally receive a one-time policy value increase equal to the Additional Death Distribution. At this time the rider will terminate. The spouse will have the option of immediately re-electing the rider through age 80 if the Additional Death Distribution benefit is still being offered. Certain owners may have the option to continue the rider without receiving the one-time policy value increase. *See* TAX INFORMATION - Tax Status of a Nonqualified Policy - Distribution Requirements. (The payment of a death benefit under the policy is triggered by the death of the annuitant.)

Rider Fee. There is an additional charge for this rider which is a percentage of the policy value which is deducted annually on each rider anniversary prior to annuitization. We will also deduct this fee upon full surrender of the policy or other termination of the rider. The rider fee is deducted pro rata from each investment option. The fee is deducted even during periods when the Additional Death Distribution would not pay any benefit (because there are no rider earnings).

Termination. The rider will remain in effect until:

- you cancel it by notifying our Administrative Office in writing,
- the policy is annuitized or surrendered,
- the policy value becomes zero, or
- the Additional Death Distribution is paid or added to the policy value under a spousal continuation.

Once terminated, the Additional Death Distribution may be re-elected if still being offered; however, a new rider will be issued and the additional death benefit will be re-determined. Please note that if the rider is terminated and then re-elected, it will only cover gains, if any, since it was re-elected and the terms of the new rider may be different than the terminated rider.

Please note: This feature terminates upon annuitization and there is a maximum annuity commencement date.

The Additional Death Distribution may vary for certain policies and may not be available for all policies, in all states, at all times or through all financial intermediaries. We may discontinue offering this benefit at any time. In some cases, a benefit not available through a financial intermediary may be obtained by contacting us directly. For more information on the options available for electing a benefit, please contact your financial intermediary or our Administrative Office.

Additional Death Distribution+

The optional Additional Death Distribution+ rider pays an additional amount (based on the benefit base) when a death benefit is payable during the accumulation phase under your policy, in certain circumstances. The Additional Death Distribution+ is only available for issue ages through age 75. The Additional Death Distribution + is only available with the Return of Premium Death Benefit or the Annual Step-Up Death Benefit. **Please Note:** This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a nonqualified annuity under which death benefits are being distributed under a stretch withdrawal option. The Additional Death Distribution+ benefit is based on our claims-paying ability.

Additional Death Distribution+ Benefit Amount. An additional death benefit is only payable if a death benefit is paid on the base policy to which the rider is attached. The amount of the additional benefit is dependent on the amount of time that has passed since the rider date as follows:

- If a death benefit is payable within the first five years after the rider date, the additional benefit amount will be equal to the sum of all Additional Death Distribution+ rider fees paid since the rider date.
- If a death benefit is payable after five years following the rider date, the additional benefit will be equal to the rider benefit base multiplied by the rider benefit percentage.

The rider benefit base at any time is equal to the policy value less any premium payments added after the rider date.

The rider benefit percentage may vary but equals 30% for issue ages 0 - 70 and 20% for issue ages 71 - 75, based on the annuitant's age.

No benefit is payable under the Additional Death Distribution+ if the policy value on the date the death benefit is paid is less than the premium payments after the rider date.

For purposes of computing taxable gains, both the death benefit payable under the policy and the additional benefit will be considered.

Please *see* "Appendix - Additional Death Distribution+" for an example that illustrates the additional death benefit payable as well as the effect of a partial surrender on the Additional Death Distribution+ benefit amount.

Spousal Continuation. If a spouse is eligible to and elects to continue the policy as the new owner instead of receiving the death benefit and Additional Death Distribution+, then the spouse will generally receive a one-time policy value increase equal to the Additional Death Distribution+. At this time the rider will terminate. The spouse will have the option of immediately re-electing the rider through age 75 if the Additional Death Distribution+ benefit is still being offered. Certain owners may have the option to continue the rider without receiving the one-time policy value increase. *See* TAX INFORMATION - Tax Status of a Nonqualified Policy - Distribution Requirements. (The payment of a death benefit under the policy is triggered by the death of the annuitant.)

Rider Fee. There is an additional charge for this rider which is a percentage of the policy value which, is deducted annually on each rider anniversary prior to annuitization. We will also deduct this fee upon full surrender of the policy or other termination of the rider.

Please note: The rider fee is deducted pro rata from each investment option. The fee is deducted even during periods when the rider would not pay any benefits.

Termination. The rider will remain in effect until:

- you cancel it by notifying our Administrative Office in writing in good order,
- the policy is annuitized or surrendered,
- the policy value becomes zero, or
- the additional death benefit is paid or added to the policy value under a spousal continuation.

If terminated no more than 90 days after policy issue, you may re-elect the Additional Death Distribution+ if it is still being offered, immediately. However, if it is terminated more than 90 days after the policy issue date, the Additional Death Distribution+ may not be re-elected, if it is still being offered, for one year. Please note that if the rider is terminated and then re-elected, the new rider will have its own fees, benefits and features as well as a new rider date which may affect the rider benefit.

Please note: This feature terminates upon annuitization and there is a maximum annuity commencement date.

The Additional Death Distribution+ may vary for certain policies and may not be available for all policies, in all states, at all times or through all financial intermediaries. We may discontinue offering this benefit at any time. In some cases, a benefit not available through a financial intermediary may be obtained by contacting us directly. For more information on the options available for electing a benefit, please contact your financial intermediary or our Administrative Office.

Nursing Care and Terminal Condition Waiver

No surrender charges or excess interest adjustments will apply if you make a surrender ($1,000 minimum), under certain circumstances, because you or your spouse has been:

- confined in a hospital or nursing facility for 30 days in a row after the policy issue date; or
- diagnosed with a terminal condition after the policy issue date (usually a life expectancy of 12 months or less).

You may exercise this benefit at any time during the accumulation phase. This benefit is also available to the annuitant or annuitant's spouse if the owner is not a natural person. There is no restriction on the maximum amount you may surrender under this benefit. There is no charge for this benefit.

The Nursing Care and Terminal Condition Waiver may vary for certain policies and may not be available for all policies, in all states or at all times.

Unemployment Waiver

No surrender charges or excess interest adjustments will apply to surrenders after you or your spouse become unemployed in certain circumstances (e.g., because you were terminated, laid off, or otherwise lost your job involuntarily). In order to qualify, you (or your spouse, whichever is applicable) must have been:

- employed full time for at least two years prior to becoming unemployed;
- employed full time on the policy date;
- unemployed for at least 60 days in a row at the time of surrender;
- must have a minimum cash value at the time of surrender of $5,000; and
- you (or your spouse) must be receiving unemployment benefits.

You must provide written proof from your State's Department of Labor, which verifies that you qualify for and are receiving unemployment benefits at the time of surrender.

You may use this benefit at any time during the accumulation phase. This benefit is also available to the annuitant or annuitant's spouse if the owner is not a natural person. There is no restriction on the maximum amount you may surrender under this benefit. There is no charge for this benefit.

The Unemployment Waiver may vary for certain policies and may not be available for all policies, in all states or at all times.

Telephone and Electronic Transactions

Currently, certain transactions may be made by telephone or other electronic means acceptable to us upon our receipt of the appropriate authorization. We may discontinue this option at any time. To access information and perform transactions electronically, we require you to create an account with a username and password, and to maintain a valid e-mail address.

We will not be liable for following instructions communicated by telephone or electronically we reasonably believe to be genuine. We will employ reasonable procedures to confirm that instructions we receive are genuine. Our procedures require you to provide information to verify your identity when you call us and we will record conversations with you. We may also require written confirmation of the request. When someone contacts our Administrative Office and follows our procedures, we will assume you are authorizing us to act upon those instructions. For electronic transactions through the internet, you will need to provide your username and password. You are responsible for keeping your password confidential and must notify us of any loss, theft or unauthorized use of your password.

Telephone and other electronic transactions must be received while the New York Stock Exchange is open for regular trading to get same-day pricing of the transaction. Please note that the telephone and/or electronic devices may not always be available. Any telephone, fax machine or other electronic device, whether it is yours, your service provider's, or your financial representative's can experience outages or slowdowns for a variety of reasons. These outages or slowdowns may delay or prevent our processing of your request if the volume of transactions is unusually high, we might not have anyone available, or lines available, to take your transaction. Although we have taken precautions to limit these problems, we cannot promise complete reliability under all circumstances. If you are experiencing problems, you should make your request by writing to our Administrative Office.

We reserve the right to revoke your telephone and other electronic transaction privileges at any time without revoking all owners' privileges. We may deny telephone and electronic transaction privileges to market timers or disruptive traders.

Dollar Cost Averaging Program

During the accumulation phase, you may instruct us to automatically make transfers into one or more variable subaccounts in accordance with your allocation instructions. This is known as Dollar Cost Averaging. While Dollar Cost Averaging buys more accumulation units when prices are low and fewer accumulation units when prices are high, it does not guarantee profits or assure that you will not experience a loss.

Dollar Cost Averaging programs that may be available under your policy:

- Traditional — You may specify the dollar amount to be transferred or the number of transfers. Transfers will begin as soon as the program is started. A minimum of $500 per transfer is required. The minimum number of transfers is 6 monthly transfers or 4 quarterly transfers, and the maximum is 24 monthly transfers or 8 quarterly transfers. You can elect to transfer from the fixed account, money market or other specified subaccount.
- Special — You may only elect either a six or twelve month program. Transfers will begin as soon as the program is started. You cannot transfer from another investment option into a Special Dollar Cost Averaging program. This program is only available for new premium payments, requires transfers from a fixed source, and may credit a higher or lower interest rate than a traditional program. A minimum of $500 per transfer is required ($3,000 or $6,000 to start a 6-month or 12-month program, respectively).

A Dollar Cost Averaging program will begin once we have received in good order all necessary information and the minimum required amount. *See* OTHER INFORMATION - Sending Forms and Transaction Requests in Good Order. Please note: Dollar Cost Averaging programs will not begin on the 29th, 30th, or 31st. If a program would have started on one of those dates, it will start on the 1st market day of the following month. If we receive additional premium payments while a Dollar Cost Averaging program is running, absent new instructions to the contrary, the amount of the Dollar Cost Averaging transfers will increase, but the length of the Dollar Cost Averaging program will not.

NOTE CAREFULLY:

New Dollar Cost averaging instructions are required to start a new Dollar Cost Averaging program once the previous Dollar Cost Averaging program has completed. Additional premium payments, absent new allocation instructions, received after a Dollar Cost Averaging program has completed, will be allocated according to the current premium payment allocations at that time but will not reactivate a completed Dollar Cost Averaging program.

IF:

- **we do not receive all necessary information to begin or restart a Dollar Cost Averaging program**

THEN:

- **any amount allocated to a fixed source will be invested in that fixed source but will be transferred to the money market investment option within 30 days of allocation to fixed source if new Dollar Cost Averaging instructions are not received;**
- **any amount allocated to a variable source will be invested in that variable source and will remain in that variable investment option; and**
- **new Dollar Cost Averaging instructions will be required to begin a Dollar Cost Averaging program.**

You should consider your ability to continue a Dollar Cost Averaging program during all economic conditions. Transfers from a Dollar Cost Averaging fixed source are not subject to an excess interest adjustment. A Dollar Cost Averaging program can be used in conjunction with Asset Rebalancing and a guaranteed lifetime withdrawal benefit (subject to any investment restrictions involving the source). There is no charge for this benefit.

The Dollar Cost Averaging Program may vary for certain policies and may not be available for all policies, in all states or at all times. See your policy for availability of the fixed account options.

Asset Rebalancing

During the accumulation phase you can instruct us to automatically rebalance the amounts in your subaccounts to maintain your desired asset allocation. This feature is called asset rebalancing and can be started and stopped at any time. If a transfer is requested, we will honor the requested transfer and discontinue asset rebalancing. New instructions are required to start asset rebalancing. Asset rebalancing ignores amounts in the fixed account. You can choose to rebalance monthly, quarterly, semi-annually, or annually. Asset rebalancing can be used in conjunction with a guaranteed lifetime withdrawal benefit. Please note, any amounts rebalanced may be immediately transferred to the Portfolio Allocation Method (PAM) investment options as applicable under the Portfolio Allocation Method. There is no charge for this benefit.

Guaranteed Lifetime Withdrawal Benefits

You may elect one of the following optional riders under the policy that offers guaranteed lifetime withdrawal benefits - the Guaranteed Principal Solution℠ Rider, the Retirement Income Max® Rider or the Retirement Income Choice® 1.6 Rider. Important aspects of each of these riders are summarized in the "Appendix - Guaranteed Lifetime Withdrawal Benefit Comparison Table" and are described in more detail below. **You should consult with tax and financial professionals to determine which of these riders, if any, is appropriate for you.**

Guaranteed Principal Solution℠ Rider

You may elect to purchase the optional Guaranteed Principal Solution℠ Rider (also known as Living Benefits Rider) which provides you with a guaranteed minimum accumulation benefit and a guaranteed minimum withdrawal benefit. The Guaranteed Principal Solution℠ Rider is only available during the accumulation phase. The Guaranteed Principal Solution℠ Rider is only available for annuitant issue ages through age 0-80. The maximum issue age may be lower if required by state law. The Guaranteed Principal Solution℠ Rider is only available with the Return of Premium Death Benefit or the Annual Step-Up Death Benefit. **Please Note:** This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a nonqualified annuity under which death benefits are being distributed under a stretch withdrawal option. If you elect the Guaranteed Principal Solution℠ Rider you cannot elect another GLWB. The guaranteed lifetime withdrawal benefit is based on our claims-paying ability.

You should view the Guaranteed Principal Solution℠ Rider as a way to permit you to invest in variable investment options while still having your policy value and liquidity protected to the extent provided by the Guaranteed Principal Solution℠ Rider.

Please note:

- Certain protections under the rider are available only if you hold the rider for ten years.
- If you elect the rider, we will monitor your policy value and we may transfer amounts back and forth between specified investment options under the policy (including guaranteed period options in the fixed account) and the variable investment options you choose, according to a mathematical model that we will use to assist us in managing portfolio risk and supporting the guarantees under the rider. *See* Portfolio Allocation Method below.
- Any such transfers out of a guaranteed period option may be subject to an excess interest adjustment. (See Portfolio Allocation Method, below.)

- You will begin paying the rider charge as of the date the rider takes effect, even if you do not begin taking withdrawals for many years, or ever. We will not refund the charges you have paid under the rider if you never choose to take withdrawals and/or if you never receive any payments under the rider.
- We have designed this rider for you to take withdrawals each rider year that are less than or equal to the maximum annual withdrawal amount. You should not purchase this rider if you plan to take withdrawals in excess of the maximum annual withdrawal amount, because such excess withdrawals may significantly reduce or eliminate the value of the guarantees provided by the rider.
- Because the guaranteed minimum withdrawal benefit under this rider is accessed through regular withdrawals that do not exceed the maximum annual withdrawal amount, the rider may not be appropriate for you if you do not foresee a need for liquidity and your primary objective is to take the maximum advantage of the tax deferral aspect of the policy.
- The tax rules for qualified policies may limit the value of this rider. Please consult a qualified tax adviser before electing the Guaranteed Principal Solution^{SM} Rider for a qualified policy.

Guaranteed Minimum Accumulation Benefit of Guaranteed Principal Solution^{SM} Rider

If you elect the Guaranteed Principal Solution^{SM} Rider, we will provide a guaranteed future value. This benefit is intended to provide a level of protection regardless of the performance of the variable investment options you select.

Guaranteed Future Value. We guarantee that, on the guaranteed future value date (ten years after you elect the rider), your policy value will at least equal your guaranteed future value. The guaranteed future value on the rider date (i.e., the date the rider is added to the policy) is the policy value (if X-Share is elected, less any premium enhancements if the rider is added in the first policy year). After the rider date and before the guaranteed future value date, the guaranteed future value is equal to:

- the guaranteed future value on the rider date; plus
- a percentage of subsequent premium payments (as described below); less
- subsequent adjusted partial withdrawals (as described below).

After the guaranteed future value date, the guaranteed future value equals zero.

Subsequent Premium Payments. The percentage of subsequent premium payments that will be added to the guaranteed future value is as follows:

Rider Year	Percent of subsequent premium payments added to guaranteed future value
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	50%
8	50%
9	50%
10	0%

Guaranteed Future Value Adjusted Partial Withdrawals. If you take a partial withdrawal, even withdrawals under the guaranteed minimum withdrawal benefits, it will reduce your guaranteed future value. The amount of the reduction is referred to as the adjusted partial withdrawal amount, which will be equal to the greater of:

- the guaranteed future value immediately prior to the withdrawal multiplied by the percentage reduction in the policy value resulting from the gross partial withdrawal; or
- the gross partial withdrawal amount.

(The gross partial withdrawal amount is the amount you request, plus any surrender charges or excess interest adjustment that may be applicable.)

In other words, if your policy value is greater than the guaranteed future value at the time you make a partial withdrawal, then your guaranteed future value is reduced by the same amount we reduce your policy value. However, if your policy value is less than the guaranteed future value at the time you make a partial withdrawal, then your guaranteed future value will be reduced by more than the amount we reduce your policy value.

See the "Appendix - Guaranteed Principal Solution℠ Rider Adjusted Partial Withdrawals" to this prospectus for examples showing the effect of hypothetical withdrawals in more detail, including withdrawals that reduce the guaranteed future value by more than the amount of the gross partial withdrawal.

Guaranteed Minimum Accumulation Benefit. On the guaranteed future value date (ten years after you elect the rider), if the policy value is less than the guaranteed future value, we will add an amount equal to the difference to your policy value (the policy value will then be subject to investment risk). This addition will not increase your "principal back" or "for life" total withdrawal bases. After the guaranteed future value date, the guaranteed minimum accumulation benefit will terminate.

Example. *Assume you make a single premium payment of $100,000 and you do not make any withdrawals or additional premium payments. If, on the guaranteed future value date, your policy value has declined to $90,000 because of negative investment performance, then we will add $10,000 ($100,000 – $90,000) to your policy value.*

Please note: You do not have any protection under the guaranteed minimum accumulation benefit unless you hold the policy with the rider for ten years. If you think that you may terminate the policy or elect to start receiving annuity payments (or if you must begin taking required minimum distributions) before the guaranteed future value date, electing the rider may not be in your best interests.

Guaranteed Minimum Withdrawal Benefit of Guaranteed Principal Solution℠ Rider

If you elect the Guaranteed Principal Solution℠ Rider, we will provide a maximum annual withdrawal amount (first as withdrawals from your policy value or, if necessary, as payments from us) regardless of your policy value. This benefit is intended to provide a level of benefits regardless of the performance of the variable investment options you select.

Withdrawal Guarantees. We account for the withdrawals you take under the rider by applying two different withdrawal guarantees:
- "principal back," for withdrawals of up to 7% of your total withdrawal base.
- "for life," for withdrawals of up to 5% of your total withdrawal base.

When you make a withdrawal, you do not need to specify it as being under either withdrawal guarantee. Any withdrawals that you take while the rider is in effect could have different impacts under each of the withdrawal guarantees - on your maximum annual withdrawal amount, on your total withdrawal base, and on your minimum remaining withdrawal amount. **For example, withdrawals that are compliant with the "principal back" maximum withdrawal amount could result in excess withdrawals under the "for life" withdrawal guarantee and, consequently, would reduce the maximum annual withdrawal amount, the total withdrawal base, and the minimum remaining withdrawal amount under the "for life" withdrawal guarantee**. (*See* Adjusted Partial Withdrawals below.)

Example: *Assume you make a single premium payment of $100,000 and you have not made any withdrawals or additional premium payments. If you withdraw $6,000, that would be an excess withdrawal of $1,000 ($6,000 - $5,000) under the for life guarantee but not under the principal back guarantee*.

Your ability to change the frequency or amount of your withdrawals ceases if your policy value reaches zero.

Of course, you can always withdraw an amount up to your cash value pursuant to your rights under the policy at your discretion. *See* "Appendix - Guaranteed Principal Solution℠ Rider Adjusted Partial Withdrawals," for examples showing the effect of hypothetical withdrawals in more detail, including an excess withdrawal that reduces the total withdrawal base by a pro rata amount.

Please note:

- Any amount withdrawn in a rider year (including any surrender charge or excess interest adjustment) in excess of the maximum withdrawal amount is an excess withdrawal.
- The amount of your excess withdrawal will impact the maximum annual withdrawal amount, total withdrawal base, and minimum remaining withdrawal amount under each guarantee and such impact may be on a greater than dollar-for-dollar basis. (*See* Maximum Annual Withdrawal Benefit, Total Withdrawal Base, and Minimum Remaining Withdrawal Amount, below.)
- We will not refund charges that have been paid up to the point of terminating the policy or receiving annuity payments.

Withdrawals under the guaranteed minimum withdrawal benefit also:
- reduce your policy value;
- reduce the guaranteed future value;

- reduce your death benefit and other benefits;
- may be subject to surrender charges or excess interest adjustments;
- may be subject to income taxes and federal tax penalties (*See* TAX INFORMATION).

Maximum Annual Withdrawal Amount. Under this benefit:

- you can withdraw up to 7% of your "principal back" total withdrawal base each rider year until your "principal back" minimum remaining withdrawal amount reaches zero.

  Example. *Assume you make a single premium payment of $100,000 and that you do not make any withdrawals or additional premium payments. Assume that after five years, your policy value has declined to $70,000 solely because of negative investment performance. You could still receive up to $7,000 (7% of $100,000) each rider year for the next fourteen years and $2,000 in the year immediately thereafter so you would get back your full $100,000 (assuming that you do not withdraw more than $7,000 in any one rider year).*

- or, you can withdraw up to 5% of your "for life" total withdrawal base each rider year starting with the rider anniversary immediately following the annuitant's 59th birthday and lasting until the annuitant's death, unless your "for life" minimum remaining withdrawal amount reaches zero because of "excess withdrawals" (*see* Adjusted Partial Withdrawals, below). A penalty tax may be assessed on amounts surrendered from the policy before the taxpayer reaches age 59½.

  Example. *Assume you are the owner and annuitant and you make a single premium payment of $100,000 when you are 55 years old. Assume you do not make any withdrawals or additional premium payments. Assume that after five years, your policy value has declined to $70,000 solely because of negative investment performance. You could still receive up to $5,000 (5% of $100,000) each rider year for the rest of your life (assuming that you do not withdraw more than $5,000 in any one rider year).*

You can receive up to the maximum annual withdrawal amount each rider year (first as withdrawals from your policy value and, if necessary, as payments from us) under this rider regardless of your policy value; however, once your policy value reaches zero you cannot make premium payments, and all other policy features, benefits, and guarantees (except those provided by this rider) are terminated. In order to continue withdrawals under this rider after your policy value reaches zero, you must select an amount (which cannot exceed the maximum annual withdrawal amount at that time) and frequency (annually, semi-annually, quarterly or monthly) of future withdrawals. Once selected, the amount and frequency of future withdrawals cannot be changed.

Please note:

- Withdrawals under the 5% "for life" guarantee cannot begin until after the rider anniversary following the annuitant's 59th birthday.
- Any withdrawal before the rider anniversary following the annuitant's 59th birthday will reduce the benefits under the 5% "for life" guarantee.
- The maximum annual withdrawal amounts described above (the 7% "principal back" and 5% "for life") are based on rider years, not calendar or policy years (if different from rider years).
- You cannot carry over any portion of your maximum annual withdrawal amount that is not withdrawn during a rider year for withdrawal in a future rider year. This means that if you do not take the maximum annual withdrawal amount during a rider year, you cannot take more than the maximum annual withdrawal amount in the next rider year and maintain the rider's guarantees.
- Excess withdrawals may cause you to lose the benefit of the rider.
- If you have a qualified policy, minimum required distribution rules may force you to take excess withdrawals to avoid the imposition of a 50% penalty. Further, some qualified policies have withdrawal restrictions that may (with limited exceptions) prevent you from taking withdrawals before age 59½. You should consult a tax adviser before purchasing this rider with a qualified policy.

Total Withdrawal Base. We use the total withdrawal base to calculate the maximum annual withdrawal amount. The total withdrawal base on the rider date is the policy value (if X-Share is elected, less any premium enhancements if the rider is added in the first policy year). After the rider date, the total withdrawal base is equal to:

- the total withdrawal base on the rider date; plus
- subsequent premium payments; less
- subsequent adjusted partial withdrawals (as described below).

We will calculate separate total withdrawal bases for the "principal back" and "for life" guarantees.

Please note: We determine the total withdrawal base solely to calculate the maximum annual withdrawal amount. Your total withdrawal base is not a cash value, a surrender value, or a death benefit. It is not available for withdrawal, it is not a minimum return for any subaccount, and it is not a guarantee of policy value.

Minimum Remaining Withdrawal Amount. The minimum remaining withdrawal amount represents the total amount of guaranteed withdrawals still available under the rider. The minimum remaining withdrawal amount on the rider date is the policy value (if X-Share is elected, less any premium enhancements if the rider is added in the first policy year). After the rider date, the minimum remaining withdrawal amount is equal to:

- the minimum remaining withdrawal amount on the rider date; plus
- subsequent premium payments; less
- subsequent adjusted partial withdrawals (as described below).

We will calculate separate minimum remaining withdrawal amounts for the "principal back" and "for life" guarantees. It is important to calculate separate minimum remaining withdrawal amounts because they can provide different payment amounts not only upon reaching exhaustion but also in certain situations involving continuation after the annuitant's death.

Adjusted Partial Withdrawals. Each rider year, for each withdrawal guarantee (i.e., "principal back" and "for life"), gross partial withdrawals (the amount that you request be withdrawn, plus any surrender charge or excess interest adjustment that may be applicable) up to the maximum annual withdrawal amount for that withdrawal guarantee, will reduce the minimum remaining withdrawal amount for that withdrawal guarantee on a dollar-for-dollar basis, but will not reduce the total withdrawal base for that withdrawal guarantee. For each withdrawal guarantee, gross partial withdrawals in excess of the maximum annual withdrawal amount for that withdrawal guarantee will reduce the total withdrawal base and minimum remaining withdrawal amount for that withdrawal guarantee by the greater of the dollar amount of the excess withdrawal or a pro rata amount ***(possibly to zero)***. *See* "Appendix - Guaranteed Principal Solution℠ Rider Adjusted Partial Withdrawals," which provides examples showing the effect of a withdrawal. Excess withdrawals may cause you to lose the withdrawal guarantees under this rider.

Please note: Gross partial withdrawals that are compliant with the "principal back" withdrawal guarantee (i.e., withdrawals of the "principal back" maximum annual withdrawal amount) and any partial withdrawal before the rider anniversary following the annuitant's 59th birthday, will result in an excess partial withdrawal under the "for life" guarantee, and will reduce the "for life" maximum annual withdrawal amount, the "for life" total withdrawal base, and the "for life" minimum remaining withdrawal amount. Such reduction may be on a greater than dollar-for-dollar basis if the policy value is less than the applicable base.

Rider Fee. There is an additional charge for this rider which is a percentage of the "principal back" total withdrawal base on each rider anniversary which is charged annually before annuitization. We will also deduct the rider fee upon full surrender of the policy or other termination of the rider. The rider fee is deducted from each investment option in proportion to the amount of policy value in each investment option. Generally, the rider fee is deducted regardless of your values (i.e., even if your policy value exceeds your total withdrawal base).

We will continue to calculate the rider fee using the "principal back" total withdrawal base even after the "principal back" minimum remaining withdrawal amount reaches zero. The "principal back" total withdrawal base is always greater than or equal to the "for life" total withdrawal base.

Please note: Because the rider fee is a percentage of your "principal back" total withdrawal base on each rider anniversary, the fee can be substantially more than the same percentage of your policy value if that total withdrawal base is higher than your policy value.

Portfolio Allocation Method

If you elect the Guaranteed Principal Solution℠ Rider, the Portfolio Allocation Method ("PAM") will automatically be in effect. PAM is designed to help manage portfolio risk and support the guarantees under the Guaranteed Principal Solution℠ Rider. Using PAM, we will monitor your policy value and may transfer amounts back and forth between the PAM TA Aegon U.S. Government Securities - Service Class subaccount (which invests in the Transamerica Aegon U.S. Government Securities VP - Service Class portfolio of the Transamerica Series Trust) or certain guaranteed period options of the fixed account (each a "PAM investment option" and collectively, the "PAM investment options") and the variable investment options you choose. You should read the underlying fund prospectus for the variable PAM investment option(s) carefully before you elect the Guaranteed Principal Solution℠ Rider. We will transfer amounts from your variable investment options to the PAM investment options to the extent we deem necessary to support the guarantees under the rider. We will transfer amounts to the PAM investment options proportionally from all your variable investment options. Currently, PAM transfers are being made to the PAM TA Aegon U.S. Government Securities - Service Class subaccount. We will not transfer amounts to the PAM investment options if your policy value is greater than guarantees under the rider.

PAM is designed to help reduce portfolio risk associated with negative performance. Using PAM, we will transfer amounts from your variable investment options to the PAM investment options to the extent we deem necessary to help manage portfolio risk and support the guarantees under the Guaranteed Principal Solution℠ Rider. You should not view the Guaranteed Principal Solution℠ Rider or PAM as a "market timing" tool or other type of investment program designed to enhance your policy value. If you choose this rider, it may result in a lower policy value in certain situations. If policy value is transferred from your chosen variable investment options to the PAM investment options, less of your policy value may be available to participate in any future positive investment performance of your variable investment options. This may potentially provide a lower policy value than if you did not select the Guaranteed Principal Solution^{SM} Rider.

Under PAM, the mathematical model compares a number of interrelated factors including your policy value and the guarantees under the rider to be provided in the future. The mathematical model also uses assumptions for interest rates, the duration of the policy and stock market volatility. The following table sets forth the most influential of these factors and indicates how each one (assuming all other factors remain constant) could trigger a transfer into or out of the PAM subaccounts.

Factor	**Direction of Transfer**
Policy Value Increases	Transfer to the investment options
Policy Value Decreases	Transfer to the PAM subaccounts
Interest Rates Increase	Transfer to the investment options
Volatility Increases	Transfer to the PAM subaccounts

The amount of the transfer will vary depending on the magnitude and direction of the change in these factors. We may transfer some or all of your policy value to or from the PAM investment options.

Transactions you make also affect the number of PAM transfers including:
- additional premium payments; and
- excess withdrawals.

These transactions will change the policy value relative to the guarantees under the rider and may result in additional PAM transfers.

You may not allocate premium payments to, nor transfer policy value into or out of, the PAM investment options. PAM transfers are not subject to any transfer fee and do not count against the number of any free transfers we allow. Transfers out of a fixed account PAM investment option are at our discretion and may be subject to an excess interest adjustment if the transfer occurs before the end of a guarantee period. Any transfer we make out of PAM investment options to your variable investment options will be allocated into your variable investment options in proportion to the amount of policy value in each variable investment option. Please note that if your policy value is 100% allocated to the fixed account, we will be unable to transfer any of your policy value out of PAM investment options.

Generally, transfers to the PAM investment options first occur when the policy value drops by a cumulative amount of 3% to 5% over any period of time, although we may make transfers to the PAM investment options when the policy value drops by a cumulative amount of less than 3% in relation to the guarantees. If the policy value continues to fall, more transfers to the PAM investment options will occur. When a transfer occurs, the transferred policy value is allocated to the PAM investment option(s) we deem appropriate. The policy value allocated to the PAM investment options will remain there unless the performance of your chosen investment options recovers sufficiently to enable us to transfer amounts back to your investment options while maintaining the guarantees under the Guaranteed Principal Solution^{SM} Rider. This generally occurs when the policy value increases by 5% to 10% in relation to the guarantees, although we may require a larger increase before transferring amounts back to your investment options.

<u>The Daily Rebalancing Formula Under the Mathematical Model</u>: As noted above, to limit our exposure under the rider, we transfer policy value from your investment options to the PAM subaccounts, to the extent called for by a mathematical model that will not change once you purchase the policy. We do this in order to minimize the need to provide payments (for example, when your policy value goes to zero by other than an excess withdrawal), or to extend the time before any payment is required. When payments become more likely (because your policy value is approaching zero), the mathematical model will tend to allocate more policy value to the PAM subaccounts. If, on the other hand, the policy value is much higher than the guarantees under the rider, then payments may not be necessary, and therefore, the mathematical model will tend to allocate more policy value to the investment options.

Each market day the mathematical model computes a "target allocation," which is the portion of the policy value that is to be allocated to the investment options.

The target allocation depends on several factors, including the policy value as compared to the guarantees under the rider, the time until payments are likely required, and interest rates. However, as time passes, these factors change. Therefore, the target allocation changes from one market day to the next. *See* "Appendix - PAM Method Transfers" for more detail regarding the workings of the mathematical model.

Upgrades

Prior to the annuitant's 86th birthday and after the third rider anniversary, you can upgrade the total withdrawal base and guaranteed future value to the policy value by providing us the required notice. The minimum remaining withdrawal amounts will also be upgraded to the policy value and the maximum annual withdrawal amounts will be recalculated.

If an upgrade is elected, your current rider will terminate and a new rider will be issued with a new rider date, guaranteed future value date, and its own rider fee percentage (which may be higher than your current rider fee percentage). The "principal back" and "for life" withdrawal percentages will not change. The new rider date will be the date we receive all necessary information.

Annuitization

If you have reached your maximum annuity commencement date, we will allow you to annuitize your policy and elect to receive lifetime annuity payments equal to your 5% "for life" maximum annual withdrawal amount.

Termination

The Guaranteed Principal Solution℠ Rider will terminate upon the earliest of the following:

- the date we receive written notice from you in good order requesting termination of the Guaranteed Principal Solution℠ Rider (you may not terminate the rider before the third rider anniversary);
- annuitization (however, if you have reached your maximum annuity commencement date you may choose an annuitization option which guarantees you lifetime payments in an amount equal to your 5% "for life" maximum annual withdrawal amount);
- the date the policy to which this rider is attached is assigned or the owner is changed without our approval;
- the date an excess withdrawal reduces your policy value to zero; or
- termination of your policy.

Please note: This feature terminates upon annuitization and there is a maximum annuity commencement date.

The Guaranteed Principal Solution℠ Rider may vary for certain policies and may not be available for all policies, in all states, at all times or through all financial intermediaries. We may discontinue offering this benefit at any time. In some cases, a benefit not available through a financial intermediary may be obtained by contacting us directly. For more information on the options available for electing a benefit, please contact your financial intermediary or our Administrative Office.

Retirement Income Max® Rider

If you elect the Retirement Income Max® Rider identified below, which provides certain guaranteed benefits, the Company requires your policy value to be allocated into designated investment options. One or more of the designated investment options may include a volatility control strategy. **Volatility control strategies, in periods of high market volatility, could limit your participation in market gains; this may conflict with your investment objectives by limiting your ability to maximize potential growth of your policy value and, in turn, the value of any guaranteed benefit that is tied to investment performance.** Volatility control strategies are intended to help limit overall volatility and reduce the effects of significant market downturns during periods of high market volatility, providing policy owners with the opportunity for smoother performance and better risk adjusted returns. Volatility control (and similar terms) can encompass a variety of investment strategies of different types and degrees; therefore, you should read the applicable annuity and underlying fund portfolio prospectuses carefully to understand how these investment strategies may affect your policy value and rider benefits. The Company's requirement to invest in accordance with designated investment options, which may include volatility control, may reduce our costs and risks associated with this rider. **You pay an additional fee for the rider benefits which, in part, pay for protecting the rider benefit base from investment losses. Since the rider benefit base does not decrease as a result of investment losses, volatility control strategies might not provide meaningful additional benefit to you.** You should carefully evaluate with your financial advisor whether to invest in funds with volatility control strategies, taking into consideration the potential positive or negative impact that such strategy may have on your investment objectives, your policy value and the benefits under the Retirement Income Max® Rider. If you determine that funds with volatility control strategies are not consistent with your investment objectives, there continues to be other designated investment options available under the Retirement Income Max® Rider that do not invest in funds that utilize volatility control strategies.

You may elect to purchase the optional Retirement Income Max® rider which, provides you with: (1) a guaranteed lifetime withdrawal benefit; and (2) an opportunity for increases in the rider withdrawal amount. This rider is available during the accumulation phase, and requires that you allocate 100% of your policy value in certain designated investment options which are designed to help manage our risk and support the guarantees under the rider. If you elect the Retirement Income Max® rider you cannot elect another GLWB. The tax rules for qualified policies may limit the value of this rider. Please consult a qualified tax adviser before electing the Retirement Income Max® rider for a qualified policy. Please Note: This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a nonqualified annuity under which death benefits are being distributed under a stretch withdrawal option. The guaranteed lifetime withdrawal benefit is based on our claims-paying ability.

Retirement Income Max® - Base Benefit

Under this benefit, you can receive up to the rider withdrawal amount each rider year (first as withdrawals from your policy value and, if necessary because your policy value goes to zero by other than an excess withdrawal, as payments from us for life), starting with the rider year immediately following the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday and lasting until the annuitant's (or surviving spouse's if the joint life option is elected) death (unless your withdrawal base is reduced to zero because of an "excess withdrawal"; *see* Withdrawal Base Adjustments, below). A rider year begins on the rider date and thereafter on each anniversary of that date. The withdrawal percentage and growth percentage that are used to determine your rider withdrawal amount will be disclosed in a Rate Sheet Prospectus Supplement which may be amended from time to time by us. We are under no obligation to notify you when we amend the Rate Sheet Prospectus Supplement. Please contact your financial intermediary or call our Administrative Office to determine whether the Rate Sheet Prospectus Supplement has been amended.

Of course, you can always withdraw an amount up to your cash value pursuant to your rights under the policy at your discretion. *See* the "Appendix - Hypothetical Adjusted Partial Surrenders - Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail.

Please note:

- You will begin paying the rider charge as of the date the rider takes effect, even if you do not begin taking withdrawals for many years, or ever. We will not refund the charges you have paid under the rider if you never choose to take withdrawals and/or if you never receive any payments under the rider.
- We have designed this rider to allow for withdrawals from your policy value each rider year that are less than or equal to the rider withdrawal amount. You should not purchase this rider if you plan to take withdrawals in excess of the rider withdrawal amount, because such excess withdrawals may significantly reduce or eliminate the value of the guarantee provided by the rider.
- The longer you wait to start making withdrawals under the benefit, the less time you have to benefit from the guarantee because of decreasing life expectancy as you age. On the other hand, the longer you wait to begin making withdrawals, the higher your withdrawal percentage may be, the higher the withdrawal base due to growth may be, and the more opportunities you will have to lock in a higher withdrawal base. You should carefully consider when to begin making withdrawals. There is a risk that you will not begin making withdrawals at the most financially beneficial time for you.
- Because the guaranteed lifetime withdrawal benefit under this rider is accessed through regular withdrawals that do not exceed the rider withdrawal amount, the rider may not be appropriate for you if you do not foresee a need for liquidity and your primary objective is to take maximum advantage of the tax deferral aspect of the policy.
- All policy value must be allocated to a limited number of specified investment options. You should consult with your registered representative to assist you in determining whether these certain investment options are suited for your financial needs and risk tolerance.
- Any amount of withdrawals in any rider year that are in excess of the rider withdrawal amount are excess withdrawals.
- An excess withdrawal may impact the withdrawal base on a greater than dollar-for-dollar basis and may cause you to lose the benefit of this rider.
- Upon the death of the annuitant (or the death of the surviving spouse if the joint option is elected and the surviving spouse was eligible to and elected to continue the policy), the Retirement Income Max® rider terminates and all benefits thereunder cease.

Like all withdrawals, withdrawals while this rider is in effect also:

- reduce your policy value;
- reduce your base policy death benefit and other benefits;
- may be subject to surrender charges or excess interest adjustments;
- may be subject to income taxes and federal tax penalties; and
- may be limited or restricted under certain qualified policies.

Rider Withdrawal Amount. You can withdraw up to the rider withdrawal amount in any rider year (after age 59) from your policy value without causing an excess withdrawal. *See* Withdrawal Base Adjustments below.

The rider withdrawal amount is zero if the annuitant (or the annuitant's spouse if younger and the joint life option is elected) is not 59 years old on the rider date and remains zero until the first day of the rider year after the annuitant's (or the annuitant's spouse's if younger and the joint life option is elected) 59th birthday. If the annuitant (or the annuitant's spouse if younger and the joint life option is elected) is at least 59 years old on the rider date, then the rider withdrawal amount is equal to the withdrawal base multiplied by the withdrawal percentage (see below).

For qualified policies: If the plan participant (generally the annuitant) is at least 70½ years old, the rider withdrawal amount for that rider year (and each subsequent rider year) is equal to the greater of:

- the rider withdrawal amount described above; or
- an amount equal to any minimum required distribution amount ***(for the tax year on that rider anniversary)*** calculated using only: (1) the living annuitant's age, (2) the IRS Uniform Lifetime table or, if applicable, the Joint Life and Survivor Expectancy table, (3) the policy value of the base policy, (prior to the first rider anniversary we use the policy value on the rider date and thereafter we use the policy value on the date prescribed by the IRS) and (4) amounts from the current calendar year (no carry-over from past years).

Only amounts calculated as set forth above can be used as the rider withdrawal amount.

If your policy value reaches zero:

- *due to a non-excess withdrawal*, then you cannot make premium payments and all other policy features, benefits, and guarantees (except those provided by this rider) are terminated. If your policy value reaches zero by other than an excess withdrawal, we will, unless instructed otherwise, disburse any remaining minimum required distribution amount for the current rider year and set up monthly payments beginning in the next rider year according to your guarantees.
- *due to an excess withdrawal*, then this rider terminates (as does the policy).

Please note:

- If the rider is added prior to the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday, the rider withdrawal amount will be zero until the beginning of the rider year after the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday, however, you will still be charged a rider fee prior to this time.
- You cannot carry over any portion of your rider withdrawal amount that is not withdrawn during a rider year for withdrawal in a future rider year. This means that if you do not take the entire rider withdrawal amount during a rider year, you cannot take more than the rider withdrawal amount in the next rider year and maintain the rider's guarantees.
- Excess withdrawals may cause you to lose the benefit of the rider.
- All policy value must be allocated to a limited number of specified investment options. (*See* Designated Investment Options below.)

Withdrawal Percentage. We use the withdrawal percentage to calculate the rider withdrawal amount. The withdrawal percentage is determined by the annuitant's age (or the annuitant's spouse's age if younger and the joint life option is elected) at the time of the first withdrawal taken on or after the rider anniversary immediately following the annuitant's (or the annuitant's spouse's if younger and the joint life option is elected) 59th birthday.

As noted above, the withdrawal percentage is disclosed in Rate Sheet Prospectus Supplements which may be amended by us from time to time. We are under no obligation to notify you when we amend the Rate Sheet Prospectus Supplement. Please contact your financial intermediary or call our Administrative Office to determine whether the Rate Sheet Prospectus Supplement has been amended. In order to receive the applicable withdrawal percentage: (1) your application must be signed and received within the stated time period set forth in the applicable Rate Sheet Prospectus Supplement and (2) your application must be received and your policy must be funded within the stated time periods set forth in the applicable Rate Sheet Prospectus Supplement. Withdrawal percentages reflected in a Rate Sheet Prospectus Supplement with an effective period that does not include the date you signed your application will not apply to your policy. You should not purchase this rider without first obtaining the applicable Rate Sheet Prospectus Supplement. You can contact us to receive a Rate Sheet Prospectus Supplement applicable to you. For riders issued prior to May 1, 2015, the applicable withdrawal percentages are set forth in the May 1, 2015 Statement of Additional Information.

Please note, once established, the withdrawal percentage will not generally increase even though the annuitant's age increases except in certain instances involving automatic step-ups.

Withdrawal Base. We use the withdrawal base to calculate the rider withdrawal amount. The withdrawal base on the rider date is the policy value (if X-Share is elected, less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is equal to the withdrawal base on the rider date or most recent rider anniversary, plus subsequent premium payments, less subsequent withdrawal base adjustments due to excess withdrawals.

Please note:

- We determine the withdrawal base solely to calculate the rider withdrawal amount and rider fee.
- Your withdrawal base is not a cash value, a surrender value, or a death benefit. It is not available for withdrawal, it is not a minimum return for any subaccount, and it is not a guarantee of policy value.
- Because the withdrawal base is generally equal to the policy value on the rider date, the rider withdrawal amount may be lower if you delay electing the rider and the policy value decreases before you elect the rider.

On each rider anniversary, the withdrawal base will equal the greatest of:

- the current withdrawal base;
- the withdrawal base immediately before the rider anniversary, increased by the growth credit, if any (*see* Growth below);
- the policy value on any monthiversary℠ within the current rider year, (the same day of the month as the rider date, or the next market day if our Administrative Office or the New York Stock Exchange are closed) including the current rider anniversary (*see* Automatic Step-Up below).

See "Appendix - Hypothetical Example of the Withdrawal Base Calculation - Retirement Income Max® Rider" which illustrates the hypothetical example of the withdrawal base calculation.

Growth. On each of the first ten rider anniversaries, we will add a growth credit to your withdrawal base if no withdrawal occurred during the preceding rider year. The annual growth credit is equal to the growth percentage multiplied by the withdrawal base immediately before the rider anniversary.

As noted above, the growth percentage is disclosed in Rate Sheet Prospectus Supplements which may be amended by us from time to time. We are under no obligation to notify you when we amend the Rate Sheet Prospectus Supplement. Please contact your financial intermediary or call our Administrative Office to determine whether the Rate Sheet Prospectus Supplement has been amended. In order to receive the applicable growth percentage: (1) your application must be signed within the stated time period during which such growth percentages are applicable and (2) your application must be received and your policy must be funded within the stated time periods set forth in the applicable Rate Sheet Prospectus Supplement. Growth percentages reflected in a Rate Sheet Prospectus Supplement with an effective period that does not include the date you signed your application will not apply to your policy. You should not purchase this rider without first obtaining the applicable Rate Sheet Prospectus Supplement. You can contact us to receive a Rate Sheet Prospectus Supplement applicable to you. For riders issued prior to May 1, 2015, the applicable growth percentages are set forth in the May 1, 2015 Statement of Additional Information

Please note: Because a withdrawal will eliminate the potential application of the growth credit for that rider year, you should consider your need or possible need to take withdrawals within the first 10 rider years in deciding whether to purchase the rider.

Automatic Step-Up. On each rider anniversary, we will automatically step-up the withdrawal base to an amount equal to the greater of (1) the highest policy value on any monthiversary℠ during the preceding rider year, if no excess withdrawal occurred, or (2) the policy value on the rider anniversary. If neither value is greater than the current withdrawal base, or the withdrawal base is increased by any growth percentage, no automatic step-up will occur. The withdrawal percentage (as indicated in the Rate Sheet Prospectus Supplement) will also increase if you have crossed into another age band prior to the automatic step-up. Please note, the increase is part of the automatic step-up and if no automatic step-up occurs then there will be no withdrawal percentage increase.

On each rider anniversary the rider fee percentage may increase (or decrease) at the time of any automatic step-up. The rider fee percentage will not exceed the maximum rider fee percentage in effect when you purchased the rider.

Automatic Step-Up Opt Out. Each time an automatic step-up results in a rider fee percentage increase, you have the option to reject the automatic step-up and reinstate the withdrawal base, withdrawal percentage, and rider fee percentage to their respective amounts immediately before the automatic step-up, provided that you do so within 30 days after the rider anniversary on which the automatic step-up occurred. We must receive your rejection (each time you elect to opt out), in good order, at our Administrative Office within the same 30 day period after the rider anniversary on which the automatic step-up occurred. **Opting out of one step-up does not operate as an opt-out of any future step-ups**.

Withdrawal Base Adjustments. Cumulative gross partial withdrawals up to the rider withdrawal amount in any rider year will not reduce the withdrawal base. Any amount of gross partial withdrawals in excess of the rider withdrawal amount in any rider year ("excess withdrawals") will reduce the withdrawal base, however, by the greater of the dollar amount of the excess withdrawal (if the policy value is greater than the withdrawal base) or a pro rata amount (in proportion to the reduction in the policy value when the policy value is less than the withdrawal base), ***possibly to zero***. If an excess withdrawal reduces the policy value to zero, this rider will terminate. Withdrawal base adjustments occur immediately following excess withdrawals. *See* "Appendix - Hypothetical Adjusted Partial Surrenders - Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail, including an excess withdrawal that reduces the withdrawal base by a pro rata amount. The effect of an excess withdrawal is amplified if the policy value is less than the withdrawal base.

Please Note: We do not monitor for, or notify you of, excess withdrawals. If you take regular or scheduled withdrawals please pay particular attention to any excess withdrawal because your otherwise regular or scheduled non-excess withdrawals may thereafter all be excess withdrawals that reduce or eliminate your benefit on an accelerated basis.

Example. Assume you are the owner and annuitant and you make a single premium payment of $100,000 when you are 66 years old. Further assume that you do not make any withdrawals or additional premium payments, no automatic step-ups occurred, but that after five years your policy value has declined to $90,000 solely because of negative investment performance. With an assumed annual growth rate percentage of 5.0%, after 5 years the withdrawal base is equal to $127,628 ($100,000 x 1.05^5). You could receive up to $6,381 which is the assumed withdrawal percentage of 5.0% for the single life option multiplied by the withdrawal base of $127,628, each rider year for the rest of your life (assuming that you take your first withdrawal when you are age 71, that you do not withdraw more than the rider withdrawal amount in any one year and there are no future automatic step-ups.)

Example continued. Assume the same facts as above, but you withdraw $10,000 when you are 71 years old. That excess withdrawal decreases your future rider withdrawal amount to $6,501.

See the "Appendix - Hypothetical Adjusted Partial Surrenders - Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail.

Designated Investment Options. If you elect this rider, you must designate 100% of your policy value into one or more of the designated investment options approved for the Retirement Income Max® Rider. See "Appendix - Designated Investment Options" for a complete listing of available subaccounts. Requiring that you designate 100% of your policy value to the designated investment options, some of which employ strategies that are intended to reduce the risk of loss and/or manage volatility, may reduce investment returns and may reduce the likelihood that we will be required to use our own assets to pay amounts due under this benefit.

Transfers between the designated investment options are allowed as permitted under the policy; however, you cannot transfer any amount (or allocate premium payments) to any non-designated investment option. Within 30 days following the fifth rider anniversary (and each successive fifth rider anniversary), you can terminate this rider. Starting the next market day after you terminate your rider, you may transfer (or allocate premium payments) to a non-designated investment option. Terminating the rider will result in losing all your benefits under the rider.

Please note:

- The earliest you can transfer (or allocate premium payments) to a non-designated investment option is the first market day after the fifth rider anniversary. You will be required to terminate the rider first (and lose its benefits).
- We can eliminate a designated investment option at any time. If this occurs, then an owner will be required to reallocate values in the affected designated investment options to other designated investment options that meet the allocation requirements.

Retirement Income Max® - Joint Life Option

If you elect this rider, then you can also elect to postpone termination of the rider until the later of the annuitant or annuitant's spouse's death (only if the annuitant's spouse is eligible to and elects to continue the policy, *see* TAX INFORMATION - Tax Status of a Nonqualified Policy - Distribution Requirements). If you elect the Joint Life option, then the withdrawal percentage (used to calculate the rider withdrawal amount) is lower.

Please note:

- The withdrawal percentage for each "age at the time of the first withdrawal" is lower if you elect this option.
- The annuitant's spouse (or in certain instances a non-natural entity acting for the benefit of the annuitant's spouse) must be either a joint owner along with the annuitant or the sole primary beneficiary (and there is no joint owner), if you elect this option. (Please *see* Spousal Continuation section for more detail regarding annuitant's spouse).
- A former spouse of the annuitant cannot continue to keep the policy in force if no longer married to the annuitant at the time of the annuitant's death. In that event, the rider will terminate and no additional withdrawals under the rider will be permitted.
- The annuitant's spouse for purposes of this rider cannot be changed to a new spouse.

- The rider withdrawal percentage is based on the age of the younger of the annuitant and annuitant's spouse, if you elect this option.
- This option may not be permitted in the case of certain non-natural owners.
- The rider's issue ages may vary if you elect this option.

Retirement Income Max® Rider Fees

Retirement Income Max® Rider Fee. The rider fee is calculated on the rider date and at the beginning of each rider quarter. The rider fee will be adjusted for any premium additions and excess withdrawals. It will be deducted automatically from your policy value at the end of each rider quarter.

On an annual basis, in general terms, the rider fee is the rider fee percentage times the withdrawal base. Specifically, the quarterly fee is calculated by multiplying (A) by (B) multiplied by (C), where:

(A) is the withdrawal base;
(B) is the rider fee percentage; and
(C) is the number of (remaining) days in the rider quarter divided by the total number of days in the applicable rider year.

The following example uses these assumed values: Initial Premium = $100,000; Withdrawal Base = $100,000; Rider Fee percentage = 1.25%; and 91 total days in the rider quarter.

Example 1: Calculation at rider issue for first quarter rider fee. The rider fee is:
= 100,000*0.0125*(91/365)
= 1,250*(91/365)
= $311.64

We will assess a prorated rider fee upon full surrender of the policy or other termination of the rider for the period beginning on the first day of the most recent rider quarter and ending on the date of termination.

On each rider anniversary the rider fee percentage may increase (or decrease) at the time of an automatic step-up. Each time an automatic step-up results in a rider fee percentage increase, you will have the option to reject the automatic step-up and reinstate the withdrawal base and rider fee percentage to their respective amounts immediately before the automatic step-up (adjusted for any subsequent premium payments or withdrawals), provided that you do so within 30 calendar days after the rider anniversary on which the automatic step-up occurred. We must receive your rejection, in good order, at our Administrative Office within the 30 day period after the rider anniversary on which the automatic step-up occurred.

Please note regarding the rider fee:

- Because the rider fee is a percentage of the withdrawal base, it could be a much higher percentage of your policy value, particularly in the event that your policy value decreases significantly.
- Because the rider fee is a percentage of the withdrawal base, the amount of the rider fee we deduct will increase if the withdrawal base increases (although the percentage(s) may remain the same).

Rider Fee Adjustment for Premium Payments and Excess Withdrawals. A rider fee adjustment will be calculated for subsequent premium payments and excess withdrawals because these events will change the withdrawal base. The rider fee adjustment may be positive or negative and will be added to or subtracted from the rider fee to be collected.

The following example uses these assumed values: All initial values as in Example 1; Subsequent Premium = $10,000; and 30 remaining days in the rider quarter.

Example 2: Calculation for first quarter rider fee adjustment for a subsequent premium. The fee adjustment is:
= 10,000*0.0125*(30/365)
= 125*(30/365)
= $10.27
Total fee assessed at the end of the first rider quarter (assuming no further rider fee adjustments):
= 311.64 + 10.27
= $321.91

Retirement Income Max® Rider Issue Requirements

We will not issue the Retirement Income Max® rider unless:

- the annuitant is not yet age 86 (lower if required by state law);
- the annuitant is also an owner (except in the case of non-natural owners);

- there are no more than two owners; and
- if the joint life option is elected, the annuitant's spouse is also not yet 86 (lower if required by state law) and (1) is a joint owner along with the annuitant or (2) is the sole primary beneficiary (and there is no joint owner).

The use of joint life option may not be permitted in the case of certain non-natural owners.

Termination

The Retirement Income Max® rider will terminate upon the earliest of the following:

- the date we receive written notice from you requesting termination of the rider if such notice is received before midnight of the 30th calendar day after you receive the rider;
- the date we receive written notice from you requesting termination of the rider if such notice is received by us during the 30 days following the fifth rider anniversary or every fifth rider anniversary thereafter;
- the death of the annuitant (or if the joint life option was elected, the death of the annuitant's spouse if that spouse was eligible to and elected to continue the policy as the surviving spouse);
- annuitization (however, if you have reached your maximum annuity commencement date you may choose an annuitization option which guarantees you lifetime payments in an amount equal to your rider withdrawal amount);
- the date the policy to which this rider is attached is assigned or if the owner is changed without our approval;
- the date an excess withdrawal reduces your policy value to zero; or
- termination of your policy.

Please note: This rider terminates upon annuitization and there is a maximum annuity commencement date at which time your policy will be annuitized according to its terms. However, if you have reached your maximum annuity commencement date, we will allow you to annuitize your policy and elect to receive lifetime annuity payments which are at least equal to your rider withdrawal amount. Please contact us for more information concerning your options.

The Retirement Income Max® rider and additional options may vary for certain policies and may not be available for all policies, in all states, at all times or through all financial intermediaries. We may discontinue offering this benefit at any time. In some cases, a benefit not available through a financial intermediary may be obtained by contacting us directly. For more information on the options available for electing a benefit, please contact your financial intermediary or our Administrative Office.

Retirement Income Choice® 1.6 Rider

If you elect the Retirement Income Choice® 1.6 Rider identified below, which provides certain guaranteed benefits, the Company requires your policy value to be allocated into designated investment options. One or more of the designated investment options may include a volatility control strategy. **Volatility control strategies, in periods of high market volatility, could limit your participation in market gains; this may conflict with your investment objectives by limiting your ability to maximize potential growth of your policy value and, in turn, the value of any guaranteed benefit that is tied to investment performance.** Volatility control strategies are intended to help limit overall volatility and reduce the effects of significant market downturns during periods of high market volatility, providing policy owners with the opportunity for smoother performance and better risk adjusted returns. Volatility control (and similar terms) can encompass a variety of investment strategies of different types and degrees; therefore, you should read the applicable annuity and underlying fund portfolio prospectuses carefully to understand how these investment strategies may affect your policy value and rider benefits. The Company's requirement to invest in accordance with designated investment options, which may include volatility control, may reduce our costs and risks associated with this rider. **You pay an additional fee for the rider benefits which, in part, pay for protecting the rider benefit base from investment losses. Since the rider benefit base does not decrease as a result of investment losses, volatility control strategies might not provide meaningful additional benefit to you.** You should carefully evaluate with your financial advisor whether to invest in funds with volatility control strategies, taking into consideration the potential positive or negative impact that such strategy may have on your investment objectives, your policy value and the benefits under the Retirement Income Choice® 1.6 Rider. If you determine that funds with volatility control strategies are not consistent with your investment objectives, there continues to be other designated investment options available under the Retirement Income Choice® 1.6 Rider that do not invest in funds that utilize volatility control strategies.

You may elect to purchase the optional Retirement Income Choice® 1.6 Rider which, provides you with: (1) a guaranteed lifetime withdrawal benefit; and (2) an opportunity for increases in the rider withdrawal amount. This rider is available during the accumulation phase, and requires that you allocate 100% of your policy value in certain designated investment options. If you elect the Retirement Income Choice® 1.6 rider you cannot elect another GLWB. The tax rules for qualified policies may limit the value of this rider. Please consult a qualified tax adviser before electing the Retirement Income Choice® 1.6 rider for a qualified policy. **Please Note:** This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a nonqualified annuity under which death benefits are being distributed under a stretch withdrawal option. The guaranteed lifetime withdrawal benefit is based on our claims-paying ability.

Retirement Income Choice® 1.6 – Base Benefit

Under this benefit, you can receive up to the rider withdrawal amount each rider year (first as withdrawals from your policy value and, if necessary because your policy value goes to zero by other than an excess withdrawal, as payments from us), starting with the rider year immediately following the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday and lasting until the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) death (unless your withdrawal base is reduced to zero because of an "excess withdrawal"; *see* Withdrawal Base Adjustments and Rider Death Benefit Adjustments, below). A rider year begins on the rider date (the date the rider becomes effective) and thereafter on each anniversary of that date.

Of course you can always withdraw an amount up to your cash value pursuant to your rights under the policy at your discretion. *See* Appendix – Hypothetical Adjusted Partial Surrenders – Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail.

Please note:

- You will begin paying the rider charge as of the date the rider takes effect, even if you do not begin taking withdrawals for many years, or ever. We will not refund the charges you have paid under the rider if you never choose to take withdrawals and/or if you never receive any payments under the rider.
- We have designed this rider to allow for withdrawals from your policy value each rider year that are less than or equal to the rider withdrawal amount. You should not purchase this rider if you plan to take withdrawals in excess of the rider withdrawal amount, because such excess withdrawals may significantly reduce or eliminate the value of the guarantees provided by the rider.
- The longer you wait to start making withdrawals under the benefit, the less time you have to benefit from the guarantee because of decreasing life expectancy as you age. On the other hand, the longer you wait to begin making withdrawals, the higher your withdrawal percentage may be, the higher the withdrawal base due to growth may be, and the more opportunities you will have to lock in a higher withdrawal base. You should carefully consider when to begin making withdrawals. There is a risk that you will not begin making withdrawals at the most financially beneficial time for you.
- Because the guaranteed lifetime withdrawal benefit under this rider is accessed through regular withdrawals that do not exceed the rider withdrawal amount, the rider may not be appropriate for you if you do not foresee a need for liquidity and your primary objective is to take maximum advantage of the tax deferral aspect of the policy.
- All policy value must be allocated to a limited number of specified investment options. You should consult with your registered representative to assist you in determining whether these investment options are suited for your financial needs and risk tolerance.
- Any amount of withdrawals in any rider year that are in excess of the rider withdrawal amount are excess withdrawals.
- An excess withdrawal may impact the withdrawal base, and rider death benefit (if applicable) on a greater than dollar-for-dollar basis and may eliminate the benefit.
- Any withdrawal will reduce your rider death benefit (if applicable).
- Upon the death of the annuitant (or the death of the surviving spouse if the joint option is elected and the surviving spouse was eligible to and elected to continue the policy), the Retirement Income Choice® 1.6 rider terminates and all benefits thereunder cease.

Like all withdrawals, withdrawals while this rider is in effect also:
- reduce your policy value;
- reduce your base policy death benefit and other benefits;
- may be subject to surrender charges or excess interest adjustments;
- may be subject to income taxes and federal tax penalties; and
- may be limited or restricted under certain qualified policies.

Rider Withdrawal Amount. You can withdraw up to the rider withdrawal amount in any rider year (after age 59) from your policy value without causing an excess withdrawal. *See* Withdrawal Base Adjustments and Rider Death Benefit Adjustments below.

The rider withdrawal amount is zero if the annuitant (or the annuitant's spouse if younger and the joint life option is elected) is not 59 years old on the rider date and remains zero until the first day of the rider year after the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday. If the annuitant (or the annuitant's spouse if younger and the joint life option is elected) is at least 59 years old on the rider date, then the rider withdrawal amount is equal to the withdrawal base multiplied by the withdrawal percentage (see below).

For qualified policies: If the plan participant (generally the annuitant) is at least 70½ years old, the rider withdrawal amount for that rider year (and each subsequent rider year) is equal to the greater of:

- the rider withdrawal amount described above; or
- an amount equal to any minimum required distribution amount ***(for the tax year on that rider anniversary)*** calculated using only: (1) the living annuitant's age, (2) the IRS Uniform Lifetime table or, if applicable, the Joint Life and Survivor Expectancy table, (3) the policy value of the base policy, (prior to the first rider anniversary we use the policy value on the rider date and thereafter we use the policy value on the date prescribed by the IRS) and (4) amounts from the current calendar year (no carry-over from past years).

Only amounts calculated as set forth above can be used as the rider withdrawal amount.

If your policy value reaches zero:

- *due to a non-excess withdrawal*, then you cannot make premium payments and all other policy features, benefits, and guarantees (except those provided by this rider) are terminated. If your policy value reaches zero by other than an excess withdrawal, we will, unless instructed otherwise, disburse any remaining minimum required distribution amount for the current rider year and set up monthly payments beginning in the next rider year according to your guarantees.
- *due to an excess withdrawal*, then the rider terminates (as does the policy).

Please note:

- If the rider is added prior to the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday, the rider withdrawal amount will be zero until the beginning of the rider year after the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday, however, you will still be charged a rider fee prior to this time.
- You cannot carry over any portion of your rider withdrawal amount that is not withdrawn during a rider year for withdrawal in a future rider year. This means that if you do not take the entire rider withdrawal amount during a rider year, you cannot take more than the rider withdrawal amount in the next rider year and maintain the rider's guarantees.
- Excess withdrawals may cause you to lose the benefit of the rider.
- All policy value must be allocated to a limited number of specified funds. (*See* Designated Investment Options below.)

Withdrawal Percentage. We use the withdrawal percentage to calculate the rider withdrawal amount. The withdrawal percentage is determined by the annuitant's age (or the annuitant's spouse's age if younger and the joint life option is elected) at the time of the first withdrawal taken on or after the rider anniversary immediately following the annuitant's (or the annuitant's spouse's if younger and the joint life option is elected) 59th birthday. The withdrawal percentage is as follows:

Age at time of first withdrawal	Single Life Option Riders Issued on or after May 1, 2014	Joint Life Option Riders Issued on or after May 1, 2014	Single Life Option Riders Issued Prior to May 1, 2014	Joint Life Option Riders Issued Prior to May 1, 2014
0-58	0.00%	0.00%	0.00%	0.00%
59-64	4.00%	3.75%*	4.00%	3.50%
65-79	5.00%	4.75%*	5.00%	4.50%
≥ 80	6.00%	5.75%*	6.00%	5.50%

* For policies issued in New York, these withdrawal percentages will be 0.25% lower.

Please note, once established, the withdrawal percentage will not generally increase even though the annuitant's age increases except in certain instances involving automatic step-ups.

Withdrawal Base. We use the withdrawal base to calculate the rider withdrawal amount. The withdrawal base on the rider date is the policy value (if X-Share is elected, less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is equal to the withdrawal base on the rider date or most recent rider anniversary, plus subsequent premium payments, less subsequent withdrawal base adjustments due to excess withdrawals.

Please note:

- We determine the withdrawal base solely to calculate the rider withdrawal amount and rider fee.
- Your withdrawal base is not a cash value, a surrender value, or a death benefit. It is not available for withdrawal, it is not a minimum return for any subaccount, and it is not a guarantee of policy value.
- Because the withdrawal base is generally equal to the policy value on the rider date, the rider withdrawal amount may be lower if you delay electing the rider and the policy value decreases before you elect the rider.

On each rider anniversary, the withdrawal base will equal the greatest of:

- Current withdrawal base;
- The withdrawal base immediately before the rider anniversary, increased by the growth credit, if any (*see* Growth below);
- The policy value on any monthiversary[SM] (the same day of the month as of the rider date, or the next market day if our Administrative Office or the New York Stock Exchange are closed) within the current rider year, including the current rider anniversary (*see* Automatic Step-Up below).

Growth. On each of the first ten rider anniversaries, we will add a growth credit to your withdrawal base if no withdrawal occurred during the preceding rider year. The growth percentage is as follows:

Riders Issued On or after May 1, 2014	Riders Issued Prior to May 1, 2014
5.50%*	5.00%

* For policies issued in New York with the Joint Life Option, the growth percentage will be 0.50% lower.

The growth credit is equal to the growth percentage multiplied by the withdrawal base immediately before the rider anniversary.

Please note: Because a withdrawal will eliminate the potential application of the growth credit for that rider year, you should consider your need or possible need to take withdrawals within the first 10 rider years in deciding whether to purchase the rider.

Automatic Step-Up. On each rider anniversary, we will automatically step-up the withdrawal base to an amount equal to the greater of (1) the highest policy value on any monthiversary[SM] during the preceding rider year, if no excess withdrawal occurred, or (2) the policy value on the rider anniversary. If neither value is greater than the current withdrawal base or the withdrawal base increased by any growth credit, no automatic step-up will occur. The withdrawal percentage (as indicated in the withdrawal percentage table) will also increase if you have crossed into another age band prior to the automatic step-up. Please note, the increase is part of the automatic step-up and if no automatic step-up occurs then there will be no withdrawal percentage increase.

Beginning on the fifth rider anniversary, the rider fee percentage may increase (or decrease) at the time of any automatic step-up. The rider fee percentage will not exceed the maximum rider fee percentage in effect when you purchased the rider.

Automatic Step-Up Opt Out. Each time an automatic step-up results in a rider fee percentage increase, you have the option to reject the automatic step-up and reinstate the withdrawal base, withdrawal percentage, and rider fee percentage to their respective amounts immediately before the automatic step-up, provided that you do so within 30 days after the rider anniversary on which the automatic step-up occurred. Changes as a result of the automatic step-up feature will be reversed. We must receive your rejection (each time you elect to opt out), in good order, at our Administrative Office within the same 30 day period after the rider anniversary on which the automatic step-up occurred. **Opting out of one step-up does not operate as an opt-out of any future step-ups**.

Withdrawal Base Adjustments. Cumulative gross partial withdrawals up to the rider withdrawal amount in any rider year will not reduce the withdrawal base. Any amount of gross partial withdrawals in excess of the rider withdrawal amount in any rider year ("excess withdrawals") will reduce the withdrawal base, however, by the greater of the dollar amount of the excess withdrawal (if the policy value is greater than the withdrawal base) or a pro rata amount (in proportion to the reduction in the policy value when the policy value is less than the withdrawal base), ***possibly to zero***. If an excess withdrawal reduces the policy value to zero, this rider will terminate. Withdrawal base adjustments occur immediately following excess withdrawals. *See* "Appendix - Hypothetical Adjusted Partial Surrenders - Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail, including an excess withdrawal that reduces the withdrawal base by a pro rata amount. The effect of an excess withdrawal is magnified if the policy value is less than the withdrawal base. *See* the "Appendix - Hypothetical Adjusted Partial Surrenders - Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical excess withdrawals in more detail.

Please Note: We do not monitor for, or notify you of, excess withdrawals. If you take regular or scheduled withdrawals please pay particular attention to any excess withdrawal because your otherwise regular or scheduled non-excess withdrawals may thereafter all be excess withdrawals that reduce or eliminate your benefit on an accelerated basis.

Example. Assume you are the owner and annuitant and you make a single premium payment of $100,000 when you are 66 years old. Further assume that you do not make any withdrawals or subsequent premium payments, no automatic step-ups occurred, but that after five years your policy value has declined to $90,000 solely because of negative investment performance. With an assumed annual growth rate percentage of 5.0%, after 5 years the withdrawal base is equal to $127,628 ($100,000 x 1.05*^{5}). You could receive up to $6,381 which is the assumed withdrawal percentage of 5.0% for the single life option multiplied by the withdrawal base of $127,628, each rider year for the rest of your life (assuming that you take your first withdrawal when you are age 71, that you do not withdraw more than the rider withdrawal amount in any one year and there are no future automatic step-ups.)*

Example continued. Assume the same facts as above, but you withdraw $10,000 when you are 71 years old. That excess withdrawal decreases your future rider withdrawal amount to $6,501.

See the "Appendix - Hypothetical Adjusted Partial Surrenders - Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail.

Designated Investment Options. If you elect this rider, you must designate 100% of your policy value into one or more of the designated investment options available under the respective designated allocation groups that have been approved for the Retirement Income Choice® 1.6 Rider. *See* "Appendix - Designated Investment Options" for a complete listing of available subaccounts. Requiring that you designate 100% of your policy value to the designated investment options, some of which employ strategies that are intended to reduce the risk of loss and/or manage volatility, may reduce investment returns and may reduce the likelihood that we will be required to use our own assets to pay amounts due under this benefit.

Transfers between the designated investment options are allowed as permitted under the policy; however, you cannot transfer any amount (or allocate premium payments) to any non-designated investment option. Within 30 days following the fifth rider anniversary (and each successive fifth rider anniversary) you can terminate this rider. Starting the next market day, you may transfer (or allocate premium payments) to a non-designated investment option. Terminating the rider will result in losing all your benefits under the rider.

Please note:

- The earliest you can transfer (or allocate premium payments) to a non-designated investment option is the first market day after the fifth rider anniversary. You will be required to terminate the rider first. If you terminate the rider you will lose all of its benefits.
- We can change a designated allocation group or eliminate a designated investment option at any time. If this occurs, then an owner will be required to reallocate values in the affected designated investment options to other designated investment options that meet the allocation requirements.

Manual Resets. You can effectively "reset" the withdrawal base to the policy value using a manual process under which your current rider is terminated and a new rider is issued. You can only elect a reset during the 30 day periods following each successive fifth rider anniversary and if all other rider issue requirements are met. When the new rider is issued, the rider withdrawal amount and, if applicable, the rider death benefit will be recalculated. Your new rider will have a new rider date, new rider fee percentage (which may be higher than your current rider fee percentage), and its own terms and benefits (which may not be as advantageous as the current rider). The new rider date will be the date we receive all necessary information in good order. Please note that this "reset" procedure may be referred to as a "manual upgrade" in your policy rider and other materials.

Please note:

- Manual resets, unlike automatic step-ups, occur only if you so elect during the 30 day window following each successive fifth rider anniversary.
- Manual resets result in the purchase of a new rider whose terms may be more or less favorable than the current rider whereas automatic step-ups do not require termination of the existing rider and repurchase of a new rider (although fees may increase at the time of an automatic step-up).
- Owners may decide to terminate an existing rider if it no longer meets their needs and then elect a new available rider that does.

Retirement Income Choice® 1.6 – Additional Options

You may elect the following options with this rider (the options are not mutually exclusive):

- Death Benefit;

- Joint Life; and
- Income Enhancement^{SM}.

There is an additional fee if you elect the Death Benefit and/or the Income Enhancement^{SM} Benefit option(s) under the rider. If you elect the Joint Life option, then the withdrawal percentage (used to calculate the rider withdrawal amount) is lower. Furthermore, if you elect the Joint Life option in combination with the Death Benefit and/or the Income Enhancement^{SM} Benefit option(s), then the fee for each of those additional options will be different than under the Single Life option. *See* Retirement Income Choice® 1.6 Rider Fees. There may be different issue ages depending upon which options you elect.

Death Benefit. If you elect this rider, you can also elect to add an additional amount to the death benefit payable under the base policy, upon the death of the annuitant (or if the joint life option is selected, the death of the annuitant's spouse if later). The additional amount will be equal to the excess, if any, of the rider death benefit over the greater of any optional guaranteed minimum death benefit or the base policy death benefit. The additional amount can be zero. *See* DEATH BENEFIT.

Rider Death Benefit. The rider death benefit on the rider date is the policy value (if X-Share is elected, less any premium enhancements if the rider is added in the first policy year). After the rider date, the rider death benefit is equal to:

- the rider death benefit on the rider date; plus
- subsequent premium payments; less
- adjustments for withdrawals (as described under Rider Death Benefit Adjustments, below).

Rider Death Benefit Adjustments. Gross partial withdrawals up to the rider withdrawal amount in a rider year will reduce the rider death benefit on a dollar-for-dollar basis. Gross partial withdrawals in excess of the rider withdrawal amount in a rider year will reduce the rider death benefit by the greater of the dollar amount of the excess withdrawal or a pro rata amount (in proportion to the reduction in policy value), and ***possibly to zero***. *See* "Appendix - Hypothetical Adjusted Partial Surrenders - Guaranteed Lifetime Withdrawal Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail, including an excess withdrawal that results in pro rata adjustments. Rider death benefit adjustments occur immediately following all withdrawals.

Please note:

- No additional death benefit is payable if the base policy death benefit (including the guaranteed minimum death benefit) exceeds the rider death benefit. The greater the death benefit payable under the guaranteed minimum death benefit selected, the more likely it is that an additional amount will not be payable under the rider death benefit option.
- Excess withdrawals may eliminate the additional death benefit available with this rider. You will continue to pay the fee for this option, even if the additional death benefit available under the rider is $0.
- Manual resets to the withdrawal base will result in a recalculation of the rider death benefit. However, automatic step-ups will not reset the rider death benefit.
- If an owner who is not the annuitant dies and the surviving spouse is eligible to and elects to continue the policy, then no additional amount is payable. If the policy is not continued, then the surviving owner (who is also the sole beneficiary) may elect to receive lifetime annuity payments equal to the rider withdrawal amount divided by the number of payments each year instead of receiving the policy's cash value. *See* TAX INFORMATION - Tax Status of a Nonqualified Policy - Distribution Requirements. (The payment of a death benefit under the policy is triggered by the death of the annuitant.)
- The additional death benefit adjustment differs from the adjusted partial surrender amount for the Guaranteed Minimum Death Benefits described in DEATH BENEFIT - Guaranteed Minimum Death Benefits. Accordingly, withdrawals may effect the additional death benefit differently than the Guaranteed Minimum Death Benefits.

The additional death benefit payment option may be referred to as "rider death benefit" on your policy statement and other documents.

Joint Life Benefit. If you elect this rider, then you can also elect to postpone termination of the rider until the later of the annuitant or annuitant's spouse's death (only if the annuitant's spouse is eligible to and elects to continue the policy, *see* TAX INFORMATION – Tax Status of a Nonqualified Policy – Distribution Requirements). If you elect the Joint Life option, then the withdrawal percentage (used to calculate the rider withdrawal amount) is lower.

Please note:

- The withdrawal percentage for each "age at the time of first withdrawal" is lower if you elect this option.
- The annuitant's spouse (or in certain instances a non-natural entity acting for the benefit of the annuitant's spouse) must be either a joint owner along with the annuitant or the sole primary beneficiary (and there is no joint owner), if you elect this option. (Please *see* Spousal Continuation section for more detail regarding annuitant's spouse).

- A former spouse of the annuitant cannot continue to keep the policy in force if no longer married to the annuitant at the time of the annuitant's death. In that event, the rider will terminate and no additional withdrawals under the rider will be permitted.
- The annuitant's spouse for purposes of this rider cannot be changed to a new spouse.
- The rider withdrawal percentage is based on the age of the younger of the annuitant and annuitant's spouse, if you elect this option.
- The rider death benefit is not payable until the death of the surviving spouse, if you elect this option.
- You cannot elect a manual reset if the annuitant or annuitant's spouse is 86 or older (lower if required by state law).
- This option may not be permitted in the case of certain non-natural owners.

Income Enhancement ***SM Option.*** If you elect this rider, you can also elect to have your withdrawal percentage increase to 150% of the non-income enhanced withdrawal percentage if either the annuitant (or the annuitant's spouse if the joint life option is elected) is confined, due to a medical necessity in a hospital or nursing facility due to physical or cognitive ailments. Benefits from this option are not available unless the rider has been in effect for 12 months (the "waiting period") **and** confinement must meet the elimination period of 180 days within the last 365 days. The elimination period and waiting period can, but do not need to, run concurrently.

Please note:

- You cannot elect the Income Enhancement SM Option if the qualifying person or persons is/are already admitted to a hospital or already reside in a nursing facility.
- Confinement must be prescribed by a physician based on the individual's inability to sustain themselves outside of a hospital or nursing facility due to physical or cognitive ailments.
- The increase to the withdrawal percentage stops when the qualifying person or persons is/are no longer confined as described above.
- The hospital and/or nursing facility must meet the criteria listed below to qualify for the benefit.

A Qualifying Hospital must meet the following criteria:

- It is operated pursuant to the laws of the jurisdiction in which it is located;
- It is operated primarily for the care and treatment of sick and injured persons on an inpatient basis;
- It provides 24-hour nursing service by or under the supervision of registered graduate professional nurses;
- It is supervised by a staff of one or more licensed physicians; and
- It has medical, surgical and diagnostic facilities or access to such facilities.

A Qualifying Nursing Facility must meet the following criteria:

- It is operated pursuant to the laws and regulations of the state in which it is located as a nursing facility or Alzheimer's disease facility;
- It provides care performed or supervised by a registered graduate nurse;
- It provides room and board accommodations;
- Will provide 24-hour nursing services, 7 days a week by an on-site Registered Nurse and related services on a continuing inpatient basis;
- It has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one physician; and
- It maintains a clinical record of each patient.

A Qualifying Nursing Facility does not include:

- Assisted living facilities or residential care facilities;
- A place primarily for treatment of mental or nervous disorders, drug addiction or alcoholism;
- A home for the aged, a rest home, community living center or a place that provides domestic, resident, retirement or educational care;
- Personal care homes, personal care boarding homes, residential or domiciliary care homes;
- A rehabilitation hospital or basic care facilities;
- Adult foster care facilities, congregate care facilities, family and group living assisted living facilities; or
- Other facilities similar to those described above.

We will require confirmation of confinement in a qualifying hospital or a qualifying nursing facility while benefit payouts are being received. Confirmation of that confinement will be attained and approved by completing our "Income Enhancement SM Election and Proof of Confinement Questionnaire" form. This form requires additional proof of confinement which may be a physician's statement, a statement from a hospital or nursing facility administrator, or any other information satisfactory to us which may include information from third party or company interviews and/or visits of the facility. If it is determined that the qualifying individual was not confined in an eligible facility as defined above and has received payments under the Income Enhancement℠ Option, those payments could be considered an excess withdrawal and have a negative effect on the rider values. If confinement ceases, you may re-qualify by satisfying another 180-day elimination period requirement.

Retirement Income Choice® 1.6 Fees

Retirement Income Choice® 1.6 Base Rider Fee. The base rider fee is calculated on the rider date and at the beginning of each rider quarter. The base rider fee will be adjusted for any premium additions, excess withdrawals, or transfers between designated investment groups. It will be deducted automatically from your policy value at the end of each rider quarter.

On an annual basis, in general terms, the base rider fee is the applicable rider fee percentage times the withdrawal base.

The base quarterly fee is calculated by multiplying (A) by (B) divided by (C) multiplied by (D), where:

(A) is the withdrawal base;

(B) is the sum of each designated investment group's rider fee percentage multiplied by the applicable designated investment group's value;

(C) is the total policy value; and

(D) is the number of (remaining) days in the rider quarter divided by the total number of days in the applicable rider year.

The following example uses these assumed values: Initial Premium = $100,000; Fund Allocations such that Group A = $50,000, Group B = $30,000, and Group C = $20,000; Withdrawal Base = $100,000; Policy Value = $100,000; Investment Group fee percentages of Group A = 1.45%, Group B = 1.10% and Group C = 0.70%; and 91 total days in the rider quarter.

Example 1: Calculation at rider issue for the first quarter fee. The rider fee is:
= 100,000 * [(50,000*0.0145) + (30,000*0.0110) + (20,000*0.0070)] / 100,000 * (91/365)
= 100,000 * (725 + 330 + 140) / 100,000 * (91/365)
= 100,000 * 1,195/100,000 * (91/365)
= 1,195 * (91/365)
= $297.93

We will assess a prorated rider fee upon full surrender of the policy or other termination of the rider for the period beginning on the first day of the most recent rider quarter and ending on the date of termination.

Beginning on the fifth rider anniversary, the rider fee percentage may increase (or decrease) at the time of an automatic step-up. Each time an automatic step-up will result in a rider fee percentage increase, you will have the option to reject the automatic step-up and reinstate the withdrawal base and rider fee percentage to their respective amounts immediately before the automatic step-up (adjusted for any subsequent premium payments or withdrawals), provided that you do so within 30 calendar days after the rider anniversary on which the automatic step-up occurred. We must receive your rejection, in good order, at our Administrative Office within the 30 day period after the rider anniversary on which the automatic step-up occurred.

Please note regarding the base rider fee:

- Because the base rider fee is a percentage of the withdrawal base, it could be a much higher percentage of your policy value, particularly in the event that your policy value decreases significantly.
- Because the base rider fee is a percentage of the withdrawal base, the amount of the base rider fee we deduct will increase if the withdrawal base increases (although the percentage(s) may remain the same).
- If you make a transfer from one designated allocation group to another designated allocation group that has a higher rider fee percentage, then the resulting rider fee will be higher.

Base Rider Fee Adjustment for Premium Payments and Excess Withdrawals. A rider fee adjustment will be calculated for subsequent premium payments and excess withdrawals because these events will change the withdrawal base. The rider fee adjustment may be positive or negative and will be added to or subtracted from the rider fee to be collected.

The following example uses these assumed values: All initial values as in Example 1; Subsequent Premium = $10,000, allocated such that Group A = $5,000, Group B = $3,000, and Group C = $2,000; and 30 remaining days in the rider quarter.

Example 2: Calculation of the first quarter rider fee adjustment for a subsequent premium. The fee adjustment is:
= 10,000 * [(5,000*0.0145) + (3,000*0.0110) + (2,000*0.0070)] / 10,000 * (30/365)
= 10,000 * (72.50 + 33 + 14) / 10,000 * (30/365)
= 10,000 * 119.50/10,000 * (30/365)
= 119.50 * (30/365)
= $9.82

Total fee assessed at end of first rider quarter (assuming no further fee adjustments):
= 297.93 + 9.82
= $307.75

We will also deduct all rider fees pro rata upon full surrender of the policy or other termination of the rider.

Base Rider Fee Adjustment for Transfers. For transfers that you make between different designated investment options in different designated allocation groups on other than the first market day of a rider quarter, a rider fee adjustment will be applied. This adjustment is necessary because of differences in the rider fee percentages. The adjustment in the rider fee percentage will ensure that you are charged the correct overall rider fee for that quarter. The rider fee adjustment may be positive or negative and will be added to or subtracted from the rider fee to be collected.

The following example uses these assumed values: All initial values as in Example 1, as well as a subsequent premium payment as in Example 2; Withdrawal Base = $110,000; Policy Value = $90,000; Fund Transfer from Group A = $5,000, into Group B = $3,000, and into Group C = $2,000; and 15 remaining days in the rider quarter.

Example 3: Calculation of the first quarter rider fee adjustment for a fund transfer. The fee adjustment is:
= 110,000 * [(-5,000*0.0145) + (3,000*0.0110) + (2,000*0.0070)] / 90,000 * (15/365)
= 110,000 * (-72.50 + 33 + 14) / 90,000 * (15/365)
= 110,000 * -25.50/90,000 * (15/365)
= -31.17 * (15/365)
= $-1.28
Total fee assessed at end of the first rider quarter (assuming no further rider fee adjustments):
= 307.75 - 1.28
= $306.47

Additional Option Fees. If you elect options with this rider, then you will be charged a fee for each option you elect that is in addition to the rider fee for the base benefit. Each additional fee is charged quarterly before annuitization and is a percentage of the withdrawal base on each rider anniversary.

We will also deduct all rider fees, including additional option fees, pro rata upon surrender of the policy or other termination of the rider.

Retirement Income Choice® 1.6 Rider Issue Requirements

We will not issue the Retirement Income Choice® 1.6 rider if:

- the annuitant is 86 or older (lower if required by state law);
- the annuitant is not an owner (except in the case of non-natural owners);
- there are more than two owners; and
- the joint life option is elected, and the annuitant's spouse is 86 or older (lower if required by state law) and (1) is not a joint owner along with the annuitant or (2) is not the sole primary beneficiary (and there is no joint owner).

The use of joint life option may not be permitted in the case of certain non-natural owners.

Termination

The Retirement Income Choice® 1.6 rider and any additional options will terminate upon the earliest of the following:

- the date we receive written notice from you requesting termination of the rider if such notice is received before midnight of the 30th calendar day after you receive the rider;
- the date we receive written notice from you requesting termination or manual reset of the rider if such notice is received by us during the 30 days following the fifth rider anniversary or every fifth rider anniversary thereafter;
- the death of the annuitant (or if the joint life option was elected, the death of the annuitant's spouse if that spouse was eligible to and elected to continue the policy as the surviving spouse);
- annuitization (however, if you have reached your maximum annuity commencement date you may choose an annuitization option which guarantees you lifetime payments in an amount equal to your rider withdrawal amount);
- the date the policy to which this rider is attached is assigned or if the owner is changed without our approval;
- the date an excess withdrawal reduces your policy value to zero; or
- termination of your policy.

Please note: This rider terminates upon annuitization and there is a maximum annuity commencement date at which time your policy will be annuitized according to its terms. However, if you have reached your maximum annuity commencement date, we will allow you to annuitize your policy and elect to receive lifetime annuity payments which are at least equal to your rider withdrawal amount (this option also guarantees that if the annuitant dies before the sum of all annuity payments equals the policy value, and rider benefit if elected, on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference). Please contact us for more information concerning your options.

The Retirement Income Choice® 1.6 rider and additional options may vary for certain policies and may not be available for all policies, in all states, at all times or through all financial intermediaries. We may discontinue offering this benefit at any time. In some cases, a benefit not available through a financial intermediary may be obtained by contacting us directly. For more information on the options for electing a benefit, please contact your financial intermediary or our Administrative Office.

OTHER INFORMATION

State Variations

The following section describes modifications to this prospectus required by one or more state insurance departments as of the date of this prospectus. Unless otherwise noted, variations apply to all forms of policies we issue. References to certain state's variations do not imply that we actually offer policies in each such state. These variations are subject to change without notice and additional variations may be imposed as specific states approve new riders.

Arizona. Owners age 65 and above have a 30 day right to cancel. If canceled, the amount returned will include any fees and charges.

California. The policy may be canceled by returning the policy. A refund will be paid within 30 days from the date notice of cancellation was received and refund will include any fees or charges. Owners age 60 or above have the option to elect immediate investment in investment options of their choice, and receive policy value if they cancel; or, they may allocate the initial premium payment to the money market portfolio for 35 calendar days at the end of which the policy value is moved to the investment options of their choice, and they would receive return of premium if they cancel. The Nursing Care and Terminal Condition Waiver and the Unemployment Waivers are not available. The Income Enhancement℠ is not available under the Retirement Income Choice® 1.6 rider. The Retirement Income Max® and Retirement Income Choice® 1.6 riders do not terminate upon ownership changes or assignments. The fixed account is not available.

Connecticut. During the right to cancel period, prior to delivery of the policy, the owner will receive return of premium. The Unemployment Waiver is not available. There is no excess interest adjustment upon annuitization. Premium enhancement recapture only allowed under right to cancel period. The Nursing Care and Terminal Condition Waiver is not available with X-Share. Service charge cannot be assessed at time of surrender. Transfer restrictions apply if more than one transfer is made in a 30 day period. The Income Enhancement℠ is not available under the Retirement Income Choice® 1.6 rider. The Retirement Income Max® and Retirement Income Choice® 1.6 riders will not terminate for unapproved ownership changes and assignments, however, we have the right to reject certain ownership changes and assignments involving institutional investors, settlement companies or other similar organizations.

Florida. Owners have a 21 day right to cancel period and will receive Return of Premium. The Unemployment Waiver is not available. Excess interest adjustment is not applied upon annuitization or death. The annuity commencement date is not allowed until after the first policy year. The Retirement Income Max® and Retirement Income Choice® 1.6 riders will terminate if the policy to which this rider is attached has an ownership change or the policy is assigned.

Montana. The Unemployment Waiver is not available. Premium enhancement recapture does not include unemployment. Death benefit must be paid within 60 days and any interest due after 30 days.

New York. Under the right to cancel provision the premium payment allocated to the fixed account, if any, plus the policy value in the separate account, if any, including any fees and charges is returned. If the policy is a replacement, the right to cancel period is extended to 60 days. Additional Death Distribution, Additional Death Distribution + and the Income Enhancement℠ under the Retirement Income Choice® 1.6 rider, Unemployment Waiver and Telephone transactions are not available. There is no excess interest adjustment. Premium enhancement recapture is not available with death or annuitization. Death benefit payable during the accumulation phase is the greater of policy value or guaranteed minimum death benefit, if any. Policy value is used upon annuitization. Annuity commencement date cannot be earlier than the first policy anniversary. Retirement Income Max® Rider issue requirements are annuitant is 58 - 85 for Single Life or 65 - 85 for Joint Life. Guaranteed Principal Solution℠, Retirement Income Max® and Retirement Income Choice® 1.6 rider fees cannot be deducted from the fixed account if available. The Retirement Income Max® and Retirement Income Choice® 1.6 riders do not terminate upon ownership changes or assignments.

North Dakota. Right to cancel period is 20 days.

Oregon. Retirement Income Choice® 1.6 rider will not terminate upon assignment or ownership changes.

Washington. The Retirement Income Choice® 1.6 designated funds excludes fixed account and does not allow funds to be allocated to the Dollar Cost Averaging fixed account. Guaranteed Principal Solution℠ rider fee cannot be deducted from the fixed account.

Ownership

You, as owner of the policy, exercise all rights under the policy. You can generally change the owner at any time by notifying us in writing at our Administrative Office. There may be limitations on your ability to change the ownership of a qualified policy. An ownership change may be a taxable event.

Beneficiary

The beneficiary designation will remain in effect until changed. The owner may change the designated beneficiary by sending us written notice. The beneficiary's consent to such change is not required unless the beneficiary was irrevocably designated or law requires consent. (If an irrevocable beneficiary dies, the owner may then designate a new beneficiary.) We will not be liable for any payment made before the written notice is received in our Administrative Office. If more than one beneficiary is designated, and the owner fails to specify their interests, they will share equally. If, upon the death of the annuitant, there is a surviving owner(s), then the surviving owner(s) automatically takes the place of any beneficiary designation.

Right to Cancel Period

You may return your policy for a refund, but only if you return it within a prescribed period, which is generally 10 days after you receive the policy (for replacements the right to cancel period is generally 30 days), or whatever longer time may be required by state law. The amount of the refund will generally be the premiums paid plus or minus accumulated gains or losses in the separate account. You bear the risk of any decline in policy value during the right to cancel period. However, if state law requires, we will refund your original premium payment(s). We will pay the refund within seven days after we receive in good order within the applicable period at our Administrative Office, written notice of cancellation and the returned policy. The policy will then be deemed void. If you selected the X-Share, the amount of the premium enhancement may be recaptured.

Assignment

You can also generally assign the policy any time during your lifetime. We will not be bound by the assignment until we receive written notice of the assignment in good order at our Administrative Office and approve it. We reserve the right, except to the extent prohibited by applicable laws, regulations, or actions of the State insurance commissioner, to require that an assignment will be effective only upon acceptance by us, and to refuse assignments or transfers at any time on a non-discriminatory basis. We will not be liable for any payment or other action we take in accordance with the policy before we approve the assignment. There may be limitations on your ability to assign a qualified policy. An assignment may have tax consequences.

Termination for Low Value

If a partial surrender or fee (including an optional rider fee, administrative fee, or owner transaction fee) reduces your cash value below the minimum specified in your policy, we reserve the right to terminate your policy and send you a full distribution of your remaining cash value. All benefits associated with your annuity policy will be terminated. Federal law may impose restrictions on our right to terminate certain qualified policies. We do not currently anticipate exercising this right if you have certain optional benefits, however, we reserve the right to do so. For all other policies, including policies with certain other optional benefits, we intend to exercise this termination provision.

Sending Forms and Transaction Requests in Good Order

We cannot process your requests for transactions relating to the policy until they are received in good order. "Good order" means the actual receipt of the instructions relating to the requested transaction in writing (or, when appropriate, by telephone or electronically), along with all forms, information and supporting legal documentation necessary to effect the transaction. This information and documentation generally includes, to the extent applicable to the transaction: your completed application; the policy number; the transaction amount (in dollars or percentage terms); the names and allocations to and/or from the Subaccounts affected by the requested transaction; the signatures of all owners (exactly as registered on the Policy) if necessary; Social Security Number or Taxpayer I.D.; and any other information or supporting documentation that we may require, including any spousal or joint owner's consents. With respect to purchase requests, "good order" also generally includes receipt of sufficient funds 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.

“Received” or receipt in good order generally means that everything necessary must be received *by us*, at our Administrative Office specified in the Glossary of Terms. We reserve the right to reject electronic transactions that do not meet our requirements.

Regulatory Modifications to Policy

We reserve the right to amend the policy or any riders attached thereto as necessary to comply with specific direction provided by state or federal regulators, through change of law, rule, regulation, bulletin, regulatory directives or agreements.

Certain Offers

From time to time, we have (and we may again) offered you some form of payment or incentive in return for terminating or modifying certain guaranteed benefits.

When we make an offer, we may vary the offer amount, up or down, among the same group of policy owners based on certain criteria such as account value, the difference between account value and any applicable benefit base, investment allocations and the amount and type of withdrawals taken. For example, for guaranteed benefits that have benefit bases that can be reduced on either a pro rata or dollar-for-dollar basis depending on the amount of withdrawals taken, we may consider whether you have taken any withdrawal that has caused a pro rata reduction in your benefit base, as opposed to a dollar-for-dollar reduction. Also, we may increase or decrease offer amounts from offer to offer. In other words, we may make an offer to a group of policy owners based on an offer amount, and, in the future, make another offer based on a higher or lower offer amount to the remaining policy owners in the same group.

If you accept an offer that requires you to terminate a guaranteed benefit and you retain your policy, we will no longer charge you for it, and you will not be eligible for any future offers related to that type of guaranteed benefit, even if such future offer would have included a greater offer amount or different payment or incentive.

Mixed and Shared Funding

The underlying fund portfolios may serve as investment vehicles for variable life insurance policies, variable annuity policies and retirement plans (“mixed funding”) and shares of the underlying fund portfolios also may be sold to separate accounts of other insurance companies (“shared funding”). While we currently do not foresee any disadvantages to owners and participants arising from either mixed or shared funding, it is possible that the interests of owners of various policies and/or participants in various plans for which the underlying fund portfolios serve as investments might at some time be in conflict. We and each underlying fund portfolio’s Board of Directors intend to monitor events in order to identify any material conflicts and to determine what action, if any, to take. Such action could include the sale of underlying fund portfolio shares by one or more of the separate accounts, which could have adverse consequences. Such action could also include a decision that separate funds should be established for variable life and variable annuity separate accounts. In such an event, we would bear the attendant expenses, but owners and plan participants would no longer have the economies of scale resulting from a larger combined fund. Please read the prospectuses for the underlying fund portfolios, which discuss the underlying fund portfolios’ risks regarding mixed and shared funding, as applicable.

Exchanges and/or Reinstatements

You can generally exchange a nonqualified annuity policy for another in a “tax-free exchange” under Section 1035 of the Internal Revenue Code or transfer qualified policies directly to another life insurance company as a “trustee-to-trustee transfer”. Before making an exchange or transfer, you should compare both annuities carefully. Remember that if you exchange or transfer another annuity for the one described in this prospectus, then you may pay a surrender charge on the other annuity, and there may be a new surrender charge period under this annuity and other charges may be higher (or lower) and the benefits under this annuity may be different. You should not exchange or transfer another annuity for this one unless you determine, after knowing all the facts, that the exchange or transfer is in your best interest and not just better for the person trying to sell you this policy (that person will generally earn a commission if you buy this policy through an exchange, transfer or otherwise).

You may ask us to reinstate your policy after such an exchange, transfer or full or partial surrender and in certain limited circumstances we will allow you to do so by returning the same total dollar amount of funds distributed to the applicable investment options. The dollar amount will be used to purchase new accumulation units at the then current price. Because of changes in market value, your new accumulation units may be worth more or less than the units you previously owned. Generally, unless you return the original company check, your annuity policy is nonqualified and a portion of the prior withdrawal was taxable, we are required to report the taxable amount from the distribution to the IRS even though the funds have been reinstated. The cost basis will be adjusted accordingly. The taxable amount will be reported on Form 1099-R which you will receive in January of the year following the distribution. We recommend that you consult a tax professional to explain the possible tax consequences of reinstatements.

Voting Rights

To the extent required by law, we will vote all shares of the underlying fund portfolios held in the separate account in accordance with instructions we receive from you and/or other individuals that have voting interests in the portfolios. We will send you and/or other individuals requests for instructions on how to vote those shares. When we receive those instructions, we will vote all of the shares in proportion to those instructions. Accordingly, it is possible for a small number of owners (assuming there is a quorum) to determine the outcome of a vote, especially if they have large policy values. If, however, we determine that we are permitted to vote the shares in our own right, we may do so.

Each person having a voting interest will receive proxy material, reports, and other materials relating to the appropriate portfolio.

Abandoned or Unclaimed Property

Every state has unclaimed property laws that generally provide for escheatment to the state of unclaimed property (including proceeds of annuity, life and other insurance policies) under various circumstances. In addition to the state unclaimed property laws, we may be required to escheat property pursuant to regulatory demand, finding, agreement or settlement. To help prevent such escheatment, it is important that you keep your contact and other information on file with us up to date, including the names, contact information and identifying information for owners, insureds, annuitants, beneficiaries and other payees. Such updates should be communicated in a form and manner satisfactory to us.

Legal Proceedings

We, like other life insurance companies, are subject to regulatory and legal proceedings, including class action lawsuits, in the ordinary course of our business. Such legal and regulatory matters include proceedings specific to us and other proceedings generally applicable to business practices in the industry in which we operate. In some lawsuits and regulatory proceedings involving insurers, substantial damages have been sought and/or material settlement payments have been made. Although the outcome of any litigation or regulatory proceeding cannot be predicted with certainty, at the present time, we believe that there are no pending or threatened proceedings or lawsuits that are likely to have a material adverse impact on the separate account, on TCI's ability to perform under its principal underwriting agreement, or on our ability to meet our obligations under the policy.

We are currently being audited on behalf of multiple states' treasury and controllers' offices for compliance with laws and regulations concerning the identification, reporting and escheatment of unclaimed benefits or abandoned funds. The audits focus on insurance company processes and procedures for identifying unreported death claims, and their use of the Social Security Master Death File to identify deceased policy and policy holders. In addition, we are the subject of multiple state Insurance Department inquiries and market conduct examinations with a similar focus on the handling of unreported claims and abandoned property. The audits and related examination activity have resulted in or may result in additional payments to beneficiaries, escheatment of funds deemed abandoned, administrative penalties and changes in our procedures for the identification of unreported claims and handling of escheatable property. We do not believe that any regulatory actions or agreements that have resulted from or will result from these examinations has had or will have a material adverse impact on the separate account, on TCI's ability to perform under its principal underwriting agreement, or on our ability to meet our obligations under the policy.

Cyber Security

Our variable product business is highly dependent upon the effective operation of our computer systems and those of our business partners. Consequently, our business is potentially susceptible to operational and information security risks resulting from a cyber-attack. These risks include, among other things, the theft, misuse, corruption and destruction of data maintained online or digitally, denial of service attacks on websites and other operational disruption and unauthorized release of confidential customer information. Cyber-attacks affecting us, any third party administrator, the underlying funds, intermediaries and other affiliated or third-party service provides may adversely affect us and your policy value. For instance, cyber-attacks may: interfere with our processing of policy transactions, including the processing of orders from our website or with the underlying funds; cause the release and possible destruction of confidential customer or business information; impede order processing; subject us and/or our service providers and intermediaries to regulatory fines and financial losses; and/or cause reputational damage. Cyber security risks may also affect the issuers of securities in which the underlying funds invest, which may cause the underlying funds to lose value. There can be no assurance that we, the underlying funds or our service providers will avoid losses affecting your policy that result from cyber-attacks or information security breaches.

For a complete description regarding Transamerica's policies for its websites, including the Privacy Policy and Terms of Use for such websites, please visit: https://www.transamerica.com/individual/privacy-policy and https://www.transamerica.com/individual/terms-of-use.

Information About Us

We are engaged in the sale of life and health insurance and annuity policies. Transamerica Life Insurance Company was incorporated under the laws of the State of Iowa on April 19, 1961 as NN Investors Life Insurance Company Inc., and is licensed in all states and the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands. Transamerica Financial Life Insurance Company was incorporated under the laws of the State of New York on October 3, 1947 and is licensed in all states and the District of Columbia. We are a wholly-owned indirect subsidiary of Transamerica Corporation which conducts most of its operations through subsidiary companies engaged in the insurance business or in providing non-insurance financial services. All of the stock of Transamerica Corporation is indirectly owned by Aegon N.V. of The Netherlands, the securities of which are publicly traded. Aegon N.V., a holding company, conducts its business through subsidiary companies engaged primarily in the insurance business.

All obligations arising under the policies, including the promise to make annuity payments, are general corporate obligations of ours. Accordingly, no financial institution, brokerage firm or insurance agency is responsible for our financial obligations arising under the policies.

Financial Condition

We pay benefits under your policy from our general account assets and/or from your policy value held in the separate account. It is important that you understand that payments of the benefits are not assured and depend upon certain factors discussed below.

Assets in the Separate Account. You assume all of the investment risk for your policy value that is allocated to the subaccounts of the separate account. Your policy value in those subaccounts constitutes a portion of the assets of the separate account. These assets are segregated and insulated from our general account, and may not be charged with liabilities arising from any other business that we may conduct.

Assets in the General Account. You also may be permitted to make allocations to guaranteed period options of the fixed account, which are supported by the assets in our general account. Any guarantees under a policy that exceed policy value, such as those associated with any lifetime withdrawal benefit riders and any optional death benefits, are paid from our general account (and not the separate account). Therefore, any amounts that we may be obligated to pay under the policy in excess of policy value are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. The assets of the separate account, however, are also available to cover the liabilities of our general account, but only to the extent that the separate account assets exceed the separate account liabilities arising under the policies supported by it.

We issue other types of insurance policies and financial products as well, and we also pay our obligations under these products from our assets in the general account.

As an insurance company, we are required by state insurance regulation to hold a specified amount of reserves in order to meet all the contractual obligations of our general account. In order to meet our claims-paying obligation we monitor our reserves so that we hold sufficient amounts to cover actual or expected policy and claims payments. In addition, we hedge our investments in our general account, and may require purchasers of certain of the variable insurance products that we offer to allocate premium payments and policy value in accordance with specified investment requirements. However, it is important to note that there is no guarantee that we will always be able to meet our claims-paying obligations, and that there are risks to purchasing any insurance product.

State insurance regulators also require insurance companies to maintain a minimum amount of capital, which acts as a cushion in the event that the insurer suffers a financial impairment, based on the inherent risks in the insurer's operations. These risks include those associated with losses that we may incur as the result of defaults on the payment of interest or principal on our general account assets, which include bonds, mortgages, general real estate investments, and stocks, as well as the loss in market value of these investments. We may also experience liquidity risk if our general account assets cannot be readily converted into cash to meet obligations to our policy owners or to provide the collateral necessary to finance our business operations.

How to Obtain More Information. We encourage both existing and prospective policy owners to read and understand our financial statements. We prepare our financial statements on a statutory basis. Our financial statements, which are presented in conformity with accounting practices prescribed or permitted by the Iowa Department of Insurance as well as the financial statements of the separate account are located in the Statement of Additional Information (SAI). For a free copy of the SAI, simply call or write us at the phone number or address of our Administrative Office referenced in this prospectus. In addition, the SAI is available on the SEC's website at http://www.sec.gov. Our financial strength ratings which reflect the opinions of leading independent rating agencies of our ability to meet our obligations to our policy owners, are available on our website (https://www.transamerica.com/individual/what-we-do/about-us/financial-strength/), and the websites of these nationally recognized statistical ratings organizations – A.M. Best Company (www.ambest.com), Moody's Investors Service (www.moodys.com), Standard & Poor's Rating Services (www.standardandpoors.com) and Fitch, Inc. (www.fitchratings.com).

The Separate Account

Each separate account receives and invests the premium payments that are allocated to it for investment in shares of the underlying fund portfolios. Each separate account is registered with the SEC as a unit investment trust under the 1940 Act. However, the SEC does not supervise the management, the investment practices, or the policies of the separate account or us. Income, gains and losses (whether or not realized), from assets allocated to the separate account are, in accordance with the policies, credited to or charged against the separate account without regard to our other income, gains or losses.

The assets of each separate account are held in our name on behalf of the separate account and belong to us. However, those assets that underlie the policies are not chargeable with liabilities arising out of any other business we may conduct. The separate account may include other subaccounts that are not available under these policies. We do not guarantee the investment results of the Separate Account.

The Funds

At the time you purchase your policy, you may allocate your premium payment to subaccounts. These are subdivisions of our separate account, an account that keeps your policy assets separate from our company assets. The subaccounts then purchase shares of underlying fund portfolios set up exclusively for variable annuity or variable life insurance products. These are not the same mutual funds that you buy through your investment professional even though they may have similar investment strategies and the same portfolio managers. Each underlying fund portfolio has varying degrees of investment risk. Underlying fund portfolios are also subject to separate fees and expenses such as management fees and operating expenses. “Master-feeder” or “fund of funds” invest substantially all of their assets in other mutual funds and will therefore bear a pro-rata share of fees and expenses incurred by both funds. This will reduce your investment return. Read the underlying fund portfolio prospectuses carefully before investing. We do not guarantee the investment results of any underlying fund portfolio. Certain underlying fund portfolios may not be available in all states and in all share classes. Please *see* “Appendix - Underlying Fund Portfolios Associated with the Subaccounts” for additional information.

Other Transamerica Policies

We offer a variety of fixed and variable annuity policies. They may offer features, including investment options, and have fees and charges, that are different from those in the policy offered by this Prospectus. Not every policy we issue is offered through every financial intermediary. Some financial intermediaries may not offer and/or limit the offering of certain features or options, as well as limit the availability of the policies, based on issue age, or other criteria established by the financial intermediary. Upon request, your financial professional can show you information regarding other Transamerica annuity policies that he or she distributes. You can also contact us to find out more about the availability of any of the Transamerica annuity policies.

You should work with your financial professional to decide whether this policy is appropriate for you based on a thorough analysis of your particular insurance needs, financial objectives, investment goals, time horizons and risk tolerance.

Distribution of the Policies

Distribution and Principal Underwriting Agreement. We have entered into a principal underwriting agreement with our affiliate, Transamerica Capital, Inc. (TCI), for the distribution and sale of the policies. We pay commissions to TCI which are passed through to selling firms. (*See below*). We also pay TCI an “override” that is a percentage of total commissions paid on sales of our policies which is not passed through to the selling firms and we may reimburse TCI for certain expenses it incurs in order to pay for the distribution of the policies. TCI markets the policies through bank affiliated firms, national brokerage firms, regional and independent broker-dealers and independent financial planners.

Compensation to Broker-Dealers Selling the Policies. The policies are offered to the public through broker-dealers (“selling firms”) that are licensed under the federal securities laws; the selling firm and/or its affiliates are also licensed under state insurance laws. The selling firms have entered into written selling agreements with us and with TCI as principal underwriter for the policies. We pay commissions through TCI to the selling firms for their sales of the policies.

A limited number of affiliated and unaffiliated broker-dealers were paid commissions and overrides to “wholesale” the policies, that is, to provide sales support and training to sales representatives at the selling firms. We also provide compensation to a limited number of broker-dealers for providing ongoing service in relation to the policies that have already been purchased.

The selling firms that have selling agreements with us and TCI are paid commissions for the promotion and sale of the policies according to one or more schedules. The amount and timing of commissions may vary depending on the selling agreement, and the share purchased, but the commission range is from 1.25% up to 7.5% of premium payments (additional amounts may be paid as overrides to wholesalers).

To the extent permitted by Financial Industry Regulatory Authority (FINRA) rules, TCI may pay (or allow other broker-dealers to provide) promotional incentives or payments in the form of cash or non-cash compensation or reimbursement to some, but not all, selling firms and their sales representatives. These arrangements are sometimes referred to as “revenue sharing” arrangements and are described further below.

The sales representative who sells you the policy typically receives a portion of the compensation we (and our affiliates) pay to the selling firms, depending on the agreement between the selling firm and its registered representative and the firm’s internal compensation program. These programs may include other types of cash and non-cash compensation and other benefits. Ask your sales representative for further information about the compensation your sales representative, and the selling firm that employs your sales representative, may receive in connection with your purchase of a policy. Also inquire about any revenue sharing arrangements that we and our affiliates may have with the selling firm, including the conflicts of interests that such arrangements may create.

You should be aware that a selling firm or its sales representatives may receive different compensation or incentives for selling one product over another. In some cases, these differences may create an incentive for the selling firm or its sales representatives to recommend or sell this policy to you. You may wish to take such incentives into account when considering and evaluating any recommendation relating to the policies.

Special Compensation Paid to Affiliated Firms. We and/or our affiliates provide paid-in capital to TCI and pay the cost of TCI’s operating and other expenses, including costs for facilities, legal and accounting services, and other internal administrative functions. We and/or our affiliates also provide TCI with a percentage of total commissions paid on sales of our policies and provide TCI with capital payments that are not contingent on sales.

TCI’s registered representatives and supervisors may receive non-cash compensation, such as attendance at conferences, seminars and trips (such as travel, lodging and meals in connection therewith), entertainment, merchandise and other similar items, payments, loans, loan forgiveness or loan guarantees.

Additional Compensation That We, TCI and/or Our Affiliates Pay to Selected Selling Firms. TCI, in connection with the sales of the policies, may pay certain selling firms additional cash amounts for “preferred product” treatment of the policies in their marketing programs in order to receive enhanced marketing services and increased access to their sales representatives. In exchange for providing TCI with access to their distribution network, such selling firms may receive additional compensation or reimbursement for, among other things, the hiring and training of sales personnel, marketing, sponsoring of conferences, meetings, seminars, events, and/or other services they provide to us and our affiliates. To the extent permitted by applicable law, TCI and other parties may provide the selling firms with occasional gifts, meals, tickets or other non-cash compensation as an incentive to sell the policies. These special compensation arrangements are not offered to all selling firms and the terms of such arrangements may differ among selling firms.

In addition, TCI paid selling firms other special fees based on new sales and/or assets under management. During 2014, TCI had such “preferred product” arrangements with at least 52 broker-dealers and other financial intermediaries. Some of the more significant entities were:

AXA Network, LLC • BBVA Securities, Inc. • Cambridge Investment Research, Inc. • CCO Investments • Centarus Financial, Inc. • Cetera Advisors LLC• Cetera Advisors Networks LLC• Cetera Financial Specialists LLC • Cetera Investment Services LLC• CFD Investments, Inc. • Commonwealth Financial Network • Edward D. Jones & Co., L.P. • Equity Services, Inc. • Fifth Third Securities, Inc. • First Allied Holdings, Inc. • FSC Securities Corporation • Gary Goldberg & Company, Inc. • Hantz Financial Services, Inc. • Invest Financial Corporation • Investacorp, Inc. • Investment Centers of America, Inc. • James T. Borello & Co, • Janney Montgomery Scott, LLC • LPL Financial, LLC. • M&T Securities Product Management • Merrill Lynch, Pierce, Fenner & Smith Inc. • MetLife Securities, Inc. • Money Concepts Capital Corporation • Morgan Stanley Smith Barney, Inc. • National Planning Corporation • New England Securities Corporation • NFP Securities Inc. • Park Avenue Securities, LLC • Raymond James & Associates, Inc. • Raymond James Financial Services, Inc. • Royal Alliance Associates, Inc. • SagePoint Financial, Inc. • Securities America, Inc. • Sigma Financial Corporation • Signator Investors, Inc. • SII Investments, Inc. • SunTrust Investment Services • The Huntington Investment Company • Transamerica Financial Advisors, Inc. • Triad Advisors, Inc. • US Bancorp Investments, Inc. • VOYA Financial Partners, LLC • VSR Financial Services, Inc. • Wells Fargo Advisors, LLC • Wells Fargo Advisors Financial Network LLC • Wells Fargo Investments LLC • Woodbury Financial

For the calendar year ended December 31, 2014 TCI paid approximately 28,300,000 various brokers and other financial intermediaries in connection with revenue sharing arrangements.

No specific charge is assessed directly to owners or the separate account to cover commissions, non-cash compensation, and other incentives or payments described above. We do intend to recoup commissions and other sales expenses and incentives we pay, however, through fees and charges deducted under the policy and other corporate revenue.

TABLE OF CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION

Glossary of Terms
The Policy - General Provisions
Investment Experience
Performance
Historical Performance Data
Published Ratings
State Regulation of Us
Administration
Records and Reports
Distribution of the Policies
Voting Rights
Other Products
Custody of Assets
Independent Registered Public Accounting Firm
Other Information
Financial Statements

GLOSSARY OF TERMS

accumulation unit — An accounting unit of measure used in calculating the policy value in the separate account before the annuity commencement date.

adjusted policy value — The policy value increased or decreased by any excess interest adjustment.

Administrative Office — Transamerica Life Insurance Company and Transamerica Financial Life Insurance Company, Attention: Customer Care Group, 4333 Edgewood Road NE, Cedar Rapids, IA 52499-0001, (800) 525-6205.

annuitant — The person on whose life any annuity payments involving life contingencies will be based.

annuitize (annuitization) — When you switch from the accumulation phase to the income phase and we begin to make annuity payments to you (or your payee).

annuity commencement date — The date upon which annuity payments are to commence. This date may not be later than the last day of the policy month following the month in which the annuitant attains age 99 (earlier if required by state law).

annuity payment option — A method of receiving a stream of annuity payments selected by the owner.

assumed investment return or AIR — The annual effective rate shown in the contract that is used in the calculation of each variable annuity payment.

cash value — The adjusted policy value less any applicable surrender charge and rider fees (imposed upon surrender).

excess interest adjustment — A positive or negative adjustment to amounts surrendered (both partial or full surrenders) and transfers or applied to annuity payment options from the fixed account guaranteed period options prior to the end of the guaranteed period. The adjustment reflects changes in the interest rates declared by us since the date any payment was received by, or an amount was transferred to, the guaranteed period option. The excess interest adjustment can either decrease or increase the amount to be received by the owner upon full surrender or commencement of annuity payments, depending upon whether there has been an increase or decrease in interest rates, respectively. The excess interest adjustment will not decrease the interest credited to your policy below the guaranteed minimum. The excess interest adjustment does not apply to policies issued in New York by Transamerica Financial Life Insurance Company.

fixed account — One or more investment options under the policy that are part of our general assets and are not in the separate account.

guaranteed lifetime withdrawal benefit — Any optional benefit under the policy that provides a guaranteed minimum withdrawal benefit, including the Guaranteed Principal Solution℠ Rider, the Retirement Income Max® Rider or the Retirement Income Choice® 1.6 Rider.

guaranteed period options — The various guaranteed interest rate periods of the fixed account which we may offer and into which premium payments may be paid or amounts transferred or amounts transferred when available.

owner (you, your) — The person who may exercise all rights and privileges under the policy.

policy date — The date shown on the policy data page attached to the policy and the date on which the policy becomes effective.

policy value — On or before the annuity commencement date, the policy value is equal to the owner's:
- premium payments; minus
- gross surrenders (surrenders plus the surrender charge on the portion of the requested partial surrender that is subject to the surrender charge plus or minus any excess interest adjustment); plus
- interest credited in the fixed account; plus
- accumulated gains in the separate account; minus
- accumulated losses in the separate account; minus
- service charges, rider fees (including those imposed upon rider termination), premium taxes, transfer fees, and other charges, if any.

policy year — A policy year begins on the policy date and on each anniversary thereafter.

separate account — Separate Account VA B and Separate Account VA BNY, separate accounts established and registered as unit investment trusts under the Investment Company Act of 1940, as amended (the "1940 Act"), to which premium payments under the policies may be allocated.

separate account value — The portion of the policy value that is invested in the separate account.

subaccount — A subdivision within the separate account, the assets of which are invested in a specified underlying fund portfolio.

surrender charge free amount — The amount that can be withdrawn each policy year without incurring any surrender charges and excess interest adjustment (if applicable). Please *see* "EXPENSES – Surrender Charges" for more explanation.

valuation period — The period of time from one determination of accumulation unit values and annuity unit values to the next subsequent determination of those values. Such determination shall be made generally at the close of business on each market day.

written notice — Written notice, signed by the owner, that gives us the information we require and is received in good order at the Administrative Office. For some transactions, we may accept an electronic notice or telephone instructions. Such electronic notice must meet the requirements for good order that we establish for such notices.

APPENDIX

UNDERLYING FUND PORTFOLIOS ASSOCIATED WITH THE SUBACCOUNTS

Please Note: We reserve the right to change investment choices made by purchasers of the Guaranteed Principal Solution℠ Rider, including changing the PAM investment option, as we deem necessary to support the guarantees under these riders.

SUBACCOUNT[1]	UNDERLYING FUND PORTFOLIO	ADVISOR/SUBADVISOR
AB VARIABLE PRODUCTS SERIES FUND, INC. [3]		
AB Balanced Wealth Strategy Portfolio - Class B[4]	AB Balanced Wealth Strategy Portfolio - Class B [4]	*AllianceBernstein L.P.*
Investment Objective: Maximize total return consistent with the Adviser's determination of reasonable risk.		
AB Growth and Income Portfolio – Class B[5]	AB Growth and Income Portfolio – Class B[5]	*AllianceBernstein L.P.*
Investment Objective: Long-term growth of capital.		
AMERICAN FUNDS INSURANCE SERIES® TRUST		
American Funds - Asset Allocation Fund℠ - Class 2	American Funds - Asset Allocation Fund℠ - Class 2	*Capital Research and Management Company℠*
Investment Objective: High total return (including income and capital gains) consistent with preservation of capital over the long term.		
American Funds - Growth Fund℠ - Class 2	American Funds - Growth Fund℠ - Class 2	*Capital Research and Management Company℠*
Investment Objective: Growth of capital.		
American Funds - Growth-Income Fund℠ - Class 2	American Funds - Growth-Income Fund℠ - Class 2	*Capital Research and Management Company℠*
Investment Objective: Long-term growth of capital and income.		
American Funds - International Fund℠ - Class 2	American Funds - International Fund℠ - Class 2	*Capital Research and Management Company℠*
Investment Objective: Capital growth.		
FIDELITY® VARIABLE INSURANCE PRODUCTS FUND		
Fidelity VIP Balanced Portfolio - Service Class 2	Fidelity VIP Balanced Portfolio - Service Class 2	*Fidelity Management & Research Company*
Investment Objective: Seeks income and capital growth consistent with reasonable risk.		
Fidelity VIP Contrafund® Portfolio – Service Class 2	Fidelity VIP Contrafund® Portfolio – Service Class 2	*Fidelity Management & Research Company*
Investment Objective: Long term capital appreciation.		
Fidelity VIP Mid Cap Portfolio – Service Class 2	Fidelity VIP Mid Cap Portfolio – Service Class 2	*Fidelity Management & Research Company*
Investment Objective: Long-term growth of capital.		
Fidelity VIP Value Strategies Portfolio – Service Class 2	Fidelity VIP Value Strategies Portfolio – Service Class 2	*Fidelity Management & Research Company*
Investment Objective: Capital appreciation		
GE INVESTMENTS FUNDS, INC.		
GE Investments Total Return Fund - Class 3	GE Investments Total Return Fund - Class 3	*GE Asset Management, Inc.*
Investment Objective: Seeks the highest total return, composed of current income and capital appreciation, as is consistent with prudent investment risk.		
TRANSAMERICA SERIES TRUST		
TA Aegon Money Market - Service Class[2]	Transamerica Aegon Money Market VP – Service Class[2]	*Aegon USA Investment Management, LLC*
Investment Objective: Maximum current income from money market securities consistent with liquidity and preservation of principal.		
TA Aegon Tactical Vanguard ETF - Balanced - Service Class	TA Aegon Tactical Vanguard ETF - Balanced - Service Class	*Aegon USA Investment Management, LLC*
Investment Objective: Capital appreciation and current income.		
TA Aegon U.S. Government Securities - Service Class	Transamerica Aegon U.S. Government Securities VP – Service Class	*Aegon USA Investment Management, LLC*
Investment Objective: High level of total return as is consistent with prudent investment strategies.		
TA American Funds Managed Risk - Balanced - Service Class[6]	Transamerica American Funds Managed Risk VP - Service Class[6]	*Milliman Financial Risk Management LLC*[6]
Investment Objective: Seeks to provide total return (including income and capital gains) consistent with preservation of capital over the long term while seeking to manage volatility and provide downside protection.		
TA Barrow Hanley Dividend Focused - Service Class	Transamerica Barrow Hanley Dividend Focused VP – Service Class	*Barrow, Hanley, Mewhinney, & Strauss, LLC*
Investment Objective: Long-term capital growth.		
TA BlackRock Global Allocation - Service Class	Transamerica BlackRock Global Allocation VP - Service Class	*BlackRock Investment Management, LLC*
Investment Objective: High total investment return. Total investment return is the combination of capital appreciation and investment income.		
TA BlackRock Tactical Allocation - Service Class	Transamerica BlackRock Tactical Allocation VP - Service Class	*BlackRock Financial Management, Inc.*
Investment Objective: Capital appreciation with current income as secondary objective.		

UNDERLYING FUND PORTFOLIOS ASSOCIATED WITH THE SUBACCOUNTS — (Continued)

SUBACCOUNT[1]	UNDERLYING FUND PORTFOLIO	ADVISOR/SUBADVISOR
TA Clarion Global Real Estate Securities - Service Class	Transamerica Clarion Global Real Estate Securities VP – Service Class	*CBRE Clarion Securities, LLC*
Investment Objective: Long-term total return from investments primarily in equity securities of real estate companies. Total return consists of realized and unrealized capital gains and losses plus income.		
TA JPMorgan Enhanced Index - Service Class	Transamerica JPMorgan Enhanced Index VP – Service Class	*J.P. Morgan Investment Management Inc.*
Investment Objective: Earn a total return modestly in excess of the total return performance of the Standard & Poor's 500 Index (including the reinvestment of dividends) while maintaining a volatility of return similar to the S&P 500 Index.		
TA JPMorgan Mid Cap Value - Service Class	Transamerica JPMorgan Mid Cap Value VP – Service Class	*J.P. Morgan Investment Management Inc.*
Investment Objective: Growth from capital appreciation.		
TA Jennison Growth - Service Class	Transamerica Jennison Growth VP – Service Class	*Jennison Associates LLC*
Investment Objective: Long-term growth of capital.		
TA Legg Mason Dynamic Allocation - Balanced - Service Class	Transamerica Legg Mason Dynamic Allocation - Balanced VP - Service Class	*QS Legg Mason Global Asset Allocation, LLC*
Investment Objective: Seeks capital appreciation and income.		
TA MFS International Equity - Service Class	Transamerica MFS International Equity VP – Service Class	*MFS® Investment Management*
Investment Objective: Capital growth.		
TA Morgan Stanley Capital Growth - Service Class	Transamerica Morgan Stanley Capital Growth VP – Service Class	*Morgan Stanley Investment Management Inc.*
Investment Objective: Maximize long-term growth.		
TA Morgan Stanley Mid Cap Growth - Service Class	Transamerica Morgan Stanley Mid-Cap Growth VP – Service Class	*Morgan Stanley Investment Management Inc.*
Investment Objective: Capital appreciation.		
TA Multi-Manager Alternative Strategies[7]	Transamerica Multi-Manager Alternative Strategies VP[7]	*Transamerica Asset Management, Inc.*
Investment Objective: Seeks long-term capital appreciation.		
TA PIMCO Total Return - Service Class	Transamerica PIMCO Total Return VP – Service Class	*Pacific Investment Management Company LLC*
Investment Objective: Maximum total return consistent with preservation of capital and prudent investment management.		
TA Systematic Small Mid Cap Value - Service Class	Transamerica Systematic Small/Mid Cap Value VP – Service Class	*Systematic Financial Management L.P.*
Investment Objective: Maximize total return.		
TA T. Rowe Price Small Cap - Service Class	Transamerica T. Rowe Price Small Cap VP – Service Class	*T. Rowe Price Associates, Inc.*
Investment Objective: Long-term growth of capital by investing primarily in common stocks of small growth companies.		
TA Torray Concentrated Growth - Service Class	Transamerica Torray Concentrated Growth VP – Service Class	*Torray, LLC*
Investment Objective: High total return.		
TA TS&W International Equity - Service Class	Transamerica TS&W International Equity VP – Service Class	*Morgan Stanley Investment Management Inc.*
Investment Objective: Maximum long-term total return, consistent with reasonable risk to principal, by investing in a diversified portfolio of common stock of primarily non-U.S. issuers.		
TA Vanguard ETF - Balanced - Service Class	Transamerica Vanguard ETF Portfolio - Balanced VP - Service Class	*Aegon USA Investment Management, LLC*
Investment Objective: Balance capital appreciation and income.		
TA Vanguard ETF - Conservative - Service Class	Transamerica Vanguard ETF Portfolio - Conservative VP - Service Class	*Aegon USA Investment Management, LLC*
Investment Objective: Current income and preservation of capital.		
TA Vanguard ETF - Growth - Service Class	Transamerica Vanguard ETF Portfolio - Growth VP - Service Class	*Aegon USA Investment Management, LLC*
Investment Objective: Capital appreciation as a primary objective and income as a secondary objective.		
TA Voya Balanced Allocation - Service Class	Transamerica Voya Balanced Allocation VP - Service Class	*Transamerica Asset Management, Inc.*
Investment Objective: Capital appreciation and current income.		
TA Voya Conservative Allocation - Service Class	Transamerica Voya Conservative Allocation VP - Service Class	*Transamerica Asset Management, Inc.*
Investment Objective: Current income and preservation of capital.		

SUBACCOUNT[1]	UNDERLYING FUND PORTFOLIO	ADVISOR/SUBADVISOR
TA Voya Intermediate Bond - Service Class	Transamerica Voya Intermediate Bond VP - Service Class	*Transamerica Asset Management, Inc.*
Investment Objective: Maximize total return through income and capital appreciation		
TA Voya Large Cap Growth - Service Class	Transamerica Voya Large Cap Growth VP - Service Class	*Voya Investments, LLC*
Investment Objective: Long-term capital growth.		
TA Voya Limited Maturity Bond	Transamerica Voya Limited Maturity Bond VP - Service Class	*Voya Investments, LLC*
Investment Objective: High current income consistent with low risk to principal and liquidity. As a secondary objective, the Portfolio seeks to enhance its total return through capital appreciation when market factors, such as falling interest rates and rising bond prices, indicate that capital appreciation may be available without significant risk to principal.		
TA Voya Mid Cap Opportunities - Service Class	Transamerica Voya Mid Cap Opportunities VP - Service Class	*Voya Investments, LLC*
Investment Objective: Long-term capital appreciation.		
TA Voya Moderate Growth Allocation - Service Class	Transamerica Voya Moderate Growth Allocation VP - Service Class	*Transamerica Asset Management, Inc.*
Investment Objective: Capital appreciation with current income as secondary objective.		
TA WMC US Growth - Service Class	Transamerica WMC US Growth VP – Service Class	*Wellington Management Company, LLP*
Investment Objective: Maximize long-term growth.		
VOYA INVESTORS TRUST		
Voya Global Perspectives - Class S	Voya Global Perspectives - Class S	*Voya Investments, LLC*
Investment Objective: Seeks total return.		
Voya Large Cap Value - Class S	Voya Large Cap Value - Class S	*Voya Investments, LLC*
Investment Objective: Seeks long-term growth of capital and current income.		
VOYA STRATEGIC ALLOCATION PORTFOLIOS, INC.		
Voya Strategic Allocation Conservative - Class S	Voya Strategic Allocation Conservative - Class S	*Voya Investments, LLC*
Investment Objective: Seeks to provide total return (i.e., income and capital growth, both realized and unrealized) consistent with preservation of capital.		
Voya Strategic Allocation Moderate - Class S	Voya Strategic Allocation Moderate - Class S	*Voya Investments, LLC*
Investment Objective: Seeks to provide total return (i.e., income and capital growth, both realized and unrealized).		

(1) Some subaccounts may be available for certain policies and may not be available for all policies. You should work with your registered representative to decide which subaccount(s) may be appropriate for you based on a thorough analysis of your particular insurance needs, financial objective, investment goals, time horizons, and risk tolerance.

(2) There can be no assurance that the Transamerica Aegon Money Market VP - Service Class portfolio will be able to maintain a stable net asset value per share during extended periods of low interest rates, and partly as a result of policy charges, the yield on the TA Aegon Money Market - Service Class subaccount may become extremely low and possibly negative.

(3) Effective May 1, 2015, AllianceBernstein Variable Products Series Fund, Inc. will be renamed AB Variable Products Series Fund, Inc.

(4) Effective May 1, 2015, AllianceBernstein Balanced Wealth Strategy Portfolio will be renamed AB Balanced Wealth Strategy Portfolio.

(5) Effective May 1, 2015, AllianceBernstein Growth and Income Portfolio will be renamed AB Growth and Income Portfolio.

(6) Transamerica American Funds Managed Risk – VP, subadvised by Milliman Financial Risk management LLC will be available on or about May 1, 2015.

(7) This investment option is not available with the Return of Premium death benefit or the Annual Step-Up death benefit.

Certain subaccounts may not be available in all states, at all times or through all financial intermediaries. We may discontinue offering any subaccount at any time. In some cases, a subaccount not available through a financial intermediary may be obtained by contacting us directly. For more information on the options available for electing a subaccount, please contact your financial intermediary or our Administrative Office.

APPENDIX

DESIGNATED INVESTMENT OPTIONS

The table below identifies the Designated Investment Options available for use with the Guaranteed Minimum Death Benefits and our Guaranteed Lifetime Withdrawal Benefits.

	Return of Premium Death Benefit	**Annual Step-Up Death Benefit**	**Retirement Income Max® Rider**	**Retirement Income Max® Rider**	**Retirement Income Choice® 1.6 Rider Designated Allocation Groups**		
Funds			**Before 11/10/14**	**11/10/14 and After**	**A**	**B**	**C**
AB Balanced Wealth Strategy Portfolio - Class B	√	√					
AB Growth and Income Portfolio – Class B	√	√					
American Funds - Asset Allocation Fund^{SM} - Class 2	√	√					
American Funds - Growth Fund^{SM} - Class 2	√	√					
American Funds - Growth-Income Fund^{SM} - Class 2	√	√					
American Funds - International Fund^{SM} - Class 2	√	√					
Fidelity VIP Balanced Portfolio - Service Class 2	√	√					
Fidelity VIP Contrafund® Portfolio – Service Class 2	√	√					
Fidelity VIP Mid Cap Portfolio – Service Class 2	√	√					
Fidelity VIP Value Strategies Portfolio – Service Class 2	√	√					
GE Investments Total Return Fund - Class 3	√	√					
TA Aegon Money Market - Service Class	√	√	√	√			√
TA Aegon Tactical Vanguard ETF - Balanced - Service Class[1]	√	√		√		√	
TA Aegon U.S. Government Securities - Service Class	√	√	√	√			√
TA American Funds Managed Risk - Balanced - Service Class[1]	√	√	√			√	
TA Barrow Hanley Dividend Focused - Service Class	√	√					
TA BlackRock Global Allocation - Service Class	√	√					
TA BlackRock Tactical Allocation - Service Class[1]	√	√				√	
TA Clarion Global Real Estate Securities - Service Class	√	√					
TA JPMorgan Enhanced Index - Service Class	√	√					
TA JPMorgan Mid Cap Value - Service Class	√	√					
TA Jennison Growth - Service Class	√	√					
TA Legg Mason Dynamic Allocation - Balanced - Service Class[1]	√	√		√		√	
TA MFS International Equity - Service Class	√	√					
TA Morgan Stanley Capital Growth - Service Class	√	√					
TA Morgan Stanley Mid Cap Growth - Service Class	√	√					
TA PIMCO Total Return - Service Class	√	√	√	√			√
TA Systematic Small Mid Cap Value - Service Class	√	√					
TA T. Rowe Price Small Cap - Service Class	√	√					
TA Torray Concentrated Growth - Service Class	√	√					
TA TS&W International Equity - Service Class	√	√					
TA Vanguard ETF - Balanced - Service Class[1]	√	√	√	√		√	
TA Vanguard ETF - Conservative - Service Class[1]	√	√	√	√			√
TA Vanguard ETF - Growth - Service Class[1]	√	√			√		
TA Voya Balanced Allocation - Service Class[1]	√	√	√			√	

Funds	Return of Premium Death Benefit	Annual Step-Up Death Benefit	Retirement Income Max® Rider Before 11/10/14	Retirement Income Max® Rider 11/10/14 and After	Retirement Income Choice® 1.6 Rider Designated Allocation Groups A	B	C
TA Voya Conservative Allocation - Service Class(1)	√	√	√	√			√
TA Voya Intermediate Bond - Service Class	√	√					
TA Voya Large Cap Growth - Service Class	√	√					
TA Voya Limited Maturity Bond(1)	√	√	√	√			√
TA Voya Mid Cap Opportunities - Service Class	√	√					
TA Voya Moderate Growth Allocation - Service Class(1)	√	√			√		
TA WMC US Growth - Service Class	√	√					
Voya Global Perspectives - Class S	√	√					
Voya Large Cap Value - Class S	√	√					
Voya Strategic Allocation Conservative - Class S	√	√					
Voya Strategic Allocation Moderate - Class S	√	√					
Fixed Account			√	√			√

(1) This subaccount invests in an underlying fund that utilized a volatility management strategy as part of its investment objective and/or principal investment strategy. See "Investment Restrictions" earlier in the prospectus for information on how volatility management strategies may impact your policy value in certain optional riders.

Certain designated investment options may not be available in all states, at all times or through all financial intermediaries. We may discontinue offering any designated investment option at any time. In some cases, a designated investment option not available through a financial intermediary may be obtained by contacting us directly. For more information on the options available for electing a designated investment option, please contact your financial intermediary or our Administrative Office.

APPENDIX

CONDENSED FINANCIAL INFORMATION

The following tables list the accumulation unit value information for accumulation units outstanding for policies with the highest total separate account expenses and policies with the lowest total separate account expenses (including any applicable fund facilitation fees) available on December 31, 2014. Should the total separate account expense applicable to your policy fall between the highest and lowest charges, **AND** you wish to see a copy of the Condensed Financial Information applicable to your policy, such information is contained in the SAI. You can obtain a copy of the SAI **FREE OF CHARGE** by contacting us at:

Calling: (800) 525-6205
Writing: Transamerica Life Insurance Company
Transamerica Financial Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids, IA 52499-0001

B-SHARE

		Separate Account Expense 2.00%			
Subaccount	**Year**	**Beginning AUV**	**Ending AUV**	**# Units (National)**	**# Units (NY)**
AB Balanced Wealth Strategy Portfolio - Class B(1)(3) Subaccount inception date May 1, 2013	2014 2013	\$10.700276 \$10.000000	\$11.211641 \$10.700276	0.000 0.000	0.000 0.000
AB Growth and Income Portfolio – Class B(4) Subaccount inception date May 1, 2013	2014 2013	\$11.960652 \$10.000000	\$12.813021 \$11.960652	0.000 0.000	0.000 0.000
American Funds - Asset Allocation Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	\$11.145519 \$10.000000	\$11.479805 \$11.145519	11,907.910 0.000	0.000 0.000
American Funds - Growth Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	\$11.775513 \$10.000000	\$12.486969 \$11.775513	1,587.796 363.553	0.000 0.000
American Funds - Growth-Income Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	\$11.876212 \$10.000000	\$12.840468 \$11.876212	1,202.372 220.186	0.000 0.000
American Funds - International Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	\$11.208331 \$10.000000	\$10.662829 \$11.208331	303.330 304.826	0.000 0.000
Fidelity VIP Balanced Portfolio - Service Class 2 Subaccount inception date May 1, 2013	2014 2013	\$11.055665 \$10.000000	\$11.922483 \$11.055665	0.000 0.000	0.000 0.000
Fidelity VIP Contrafund® Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	\$11.900768 \$10.000000	\$13.024664 \$11.900768	4,747.222 592.324	0.000 0.000
Fidelity VIP Mid Cap Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	\$12.318322 \$10.000000	\$12.802693 \$12.318322	4,025.953 436.161	0.000 0.000
Fidelity VIP Value Strategies Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	\$11.694967 \$10.000000	\$12.210010 \$11.694967	0.000 0.000	0.000 0.000
GE Investments Total Return Fund - Class 3(1) Subaccount inception date May 1, 2013	2014 2013	\$10.638836 \$10.000000	\$10.935350 \$10.638836	0.000 0.000	0.000 0.000
TA Aegon Money Market - Service Class Subaccount inception date May 1, 2013	2014 2013	\$9.867524 \$10.000000	\$9.672635 \$9.867524	0.000 0.000	0.000 0.000
TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	\$9.515832 \$10.000000	\$9.739847 \$9.515832	2,624.120 0.000	0.000 0.000
PAM TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	\$9.515832 \$10.000000	\$9.739847 \$9.515832	0.000 0.000	0.000 0.000
TA Barrow Hanley Dividend Focused - Service Class Subaccount inception date May 1, 2013	2014 2013	\$11.564972 \$10.000000	\$12.689079 \$11.564972	0.000 0.000	0.000 0.000
TA BlackRock Global Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	\$10.653324 \$10.000000	\$10.615269 \$10.653324	853.851 154.086	0.000 0.000
TA BlackRock Tactical Allocation - Service Class Subaccount inception date April 29, 2014	2014	\$10.544197	\$10.842138	13,741.737	0.000
TA Clarion Global Real Estate Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	\$9.147694 \$10.000000	\$10.158628 \$9.147694	0.000 0.000	0.000 0.000

Subaccount	Year	Separate Account Expense 2.00% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA Jennison Growth - Service Class	2014	$12.519543	$13.472935	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.519543	0.000	0.000
TA JPMorgan Enhanced Index - Service Class	2014	$11.708139	$13.079512	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.708139	0.000	0.000
TA JPMorgan Mid Cap Value - Service Class	2014	$11.597940	$13.072133	3,386.022	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.597940	0.000	0.000
TA MFS International Equity - Service Class	2014	$11.065013	$10.259096	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.065013	0.000	0.000
TA Morgan Stanley Capital Growth - Service Class	2014	$13.584149	$14.085816	2,054.257	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$13.584149	0.000	0.000
TA Morgan Stanley Mid Cap Growth - Service Class	2014	$12.270186	$11.995798	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.270186	0.000	0.000
TA Systematic Small Mid Cap Value - Service Class	2014	$12.108297	$12.454065	3,424.076	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.108297	0.000	0.000
TA T. Rowe Price Small Cap - Service Class	2014	$12.823910	$13.354847	4,065.451	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.823910	212.280	0.000
TA Torray Concentrated Growth - Service Class	2014	$11.874312	$12.773695	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.874312	0.000	0.000
TA TS&W International Equity - Service Class	2014	$11.202665	$10.389993	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.202665	0.000	0.000
TA Vanguard ETF - Balanced - Service Class	2014	$10.442550	$10.701436	15,615.370	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.442550	7,279.588	0.000
TA Vanguard ETF - Conservative - Service Class	2014	$10.194356	$10.516279	815.618	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.194356	823.282	0.000
TA Vanguard ETF - Growth - Service Class(3)	2014	$10.922306	$11.131179	8,488.078	22,601.082
Subaccount inception date May 1, 2013	2013	$10.000000	$10.922306	3,027.932	0.000
TA Voya Balanced Allocation - Service Class	2014	$10.567811	$10.440484	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.567811	0.000	0.000
TA Voya Conservative Allocation - Service Class	2014	$10.153361	$9.961223	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.153361	0.000	0.000
TA Voya Intermediate Bond - Service Class	2014	$9.521792	$9.876973	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.521792	0.000	0.000
TA Voya Large Cap Growth - Service Class	2014	$11.682892	$12.953982	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.682892	0.000	0.000
TA Voya Limited Maturity Bond	2014	$9.857316	$9.687545	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.857316	0.000	0.000
TA Voya Mid Cap Opportunities - Service Class	2014	$11.663161	$12.405270	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.663161	0.000	0.000
TA Voya Moderate Growth Allocation - Service Class	2014	$10.972392	$10.828386	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.972392	0.000	0.000
TA WMC US Growth - Service Class(5)	2014	$11.915368	$12.944696	3,536.420	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.915368	450.670	0.000

Subaccount	Year	Separate Account Expense 1.15% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
AB Balanced Wealth Strategy Portfolio - Class B(1)(3)	2014	$10.761224	$11.371714	37,128.764	2,670.490
Subaccount inception date May 1, 2013	2013	$10.000000	$10.761224	14,995.732	0.000
AB Growth and Income Portfolio – Class B(4)	2014	$12.028720	$12.995901	92,791.945	24,093.739
Subaccount inception date May 1, 2013	2013	$10.000000	$12.028720	35,314.073	3,498.424
American Funds - Asset Allocation Fund℠ - Class 2(2)	2014	$11.208984	$11.643706	293,609.932	4.304
Subaccount inception date May 1, 2013	2013	$10.000000	$11.208984	138,211.893	0.000
American Funds - Growth Fund℠ - Class 2(2)	2014	$11.842546	$12.665223	186,803.477	21,557.734
Subaccount inception date May 1, 2013	2013	$10.000000	$11.842546	71,129.439	13,719.092

Subaccount	Year	Separate Account Expense 1.15% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
American Funds - Growth-Income Fund℠ - Class 2(2)	2014	$11.943820	$13.023761	170,921.732	19,939.072
Subaccount inception date May 1, 2013	2013	$10.000000	$11.943820	52,765.149	17,557.157
American Funds - International Fund℠ - Class 2(2)	2014	$11.272124	$10.815068	114,327.791	10,509.620
Subaccount inception date May 1, 2013	2013	$10.000000	$11.272124	16,463.971	8,788.363
Fidelity VIP Balanced Portfolio - Service Class 2	2014	$11.118629	$12.092692	101,808.240	5,420.067
Subaccount inception date May 1, 2013	2013	$10.000000	$11.118629	18,532.916	1,571.840
Fidelity VIP Contrafund® Portfolio – Service Class 2	2014	$11.968514	$13.210576	311,539.859	28,934.053
Subaccount inception date May 1, 2013	2013	$10.000000	$11.968514	100,871.307	12,693.008
Fidelity VIP Mid Cap Portfolio – Service Class 2	2014	$12.388426	$12.985456	105,849.851	9,551.853
Subaccount inception date May 1, 2013	2013	$10.000000	$12.388426	32,322.823	4,479.211
Fidelity VIP Value Strategies Portfolio – Service Class 2	2014	$11.761540	$12.384321	71,885.942	4,860.226
Subaccount inception date May 1, 2013	2013	$10.000000	$11.761540	35,644.269	7,281.608
GE Investments Total Return Fund - Class 3(1)	2014	$10.699427	$11.091476	9,930.760	778.524
Subaccount inception date May 1, 2013	2013	$10.000000	$10.699427	6,653.874	0.000
TA Aegon Money Market - Service Class	2014	$9.923751	$9.810770	1,443,548.814	2,879,830.881
Subaccount inception date May 1, 2013	2013	$10.000000	$9.923751	899,801.995	145,828.155
TA Aegon U.S. Government Securities - Service Class	2014	$9.570072	$9.878951	609,174.753	117,700.348
Subaccount inception date May 1, 2013	2013	$10.000000	$9.570072	520,275.110	60,584.706
PAM TA Aegon U.S. Government Securities - Service Class	2014	$9.570072	$9.878951	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.570072	0.000	0.000
TA Barrow Hanley Dividend Focused - Service Class	2014	$11.630812	$12.870208	25,626.680	15,934.879
Subaccount inception date May 1, 2013	2013	$10.000000	$11.630812	7,256.513	4,780.753
TA BlackRock Global Allocation - Service Class	2014	$10.714003	$10.766844	108,638.151	19,450.547
Subaccount inception date May 1, 2013	2013	$10.000000	$10.714003	32,497.068	13,264.757
TA BlackRock Tactical Allocation - Service Class					
Subaccount inception date April 29, 2014	2014	$10.633686	$10.996952	4,320,865.703	431,236.557
TA Clarion Global Real Estate Securities - Service Class	2014	$9.199845	$10.303687	41,164.836	21,172.153
Subaccount inception date May 1, 2013	2013	$10.000000	$9.199845	12,860.930	2,560.342
TA Jennison Growth - Service Class	2014	$12.590808	$13.665247	81,827.659	3,126.294
Subaccount inception date May 1, 2013	2013	$10.000000	$12.590808	51,653.070	0.000
TA JPMorgan Enhanced Index - Service Class	2014	$11.774789	$13.266196	40,675.593	663.236
Subaccount inception date May 1, 2013	2013	$10.000000	$11.774789	20,179.528	0.000
TA JPMorgan Mid Cap Value - Service Class	2014	$11.663974	$13.258726	60,493.765	6,344.237
Subaccount inception date May 1, 2013	2013	$10.000000	$11.663974	31,965.230	6,129.223
TA MFS International Equity - Service Class	2014	$11.127981	$10.405556	66,623.112	10,139.958
Subaccount inception date May 1, 2013	2013	$10.000000	$11.127981	22,301.612	0.000
TA Morgan Stanley Capital Growth - Service Class	2014	$13.661415	$14.286806	37,151.629	3,776.684
Subaccount inception date May 1, 2013	2013	$10.000000	$13.661415	17,726.290	1,728.342
TA Morgan Stanley Mid Cap Growth - Service Class	2014	$12.340009	$12.167048	64,211.374	7,724.044
Subaccount inception date May 1, 2013	2013	$10.000000	$12.340009	28,463.664	0.000
TA Multi-Manager Alternative Strategies	2014	$10.221398	$10.402812	11,466.650	0.000
Subaccount inception date November 4, 2013	2013	$10.000000	$10.221398	2,592.569	0.000
TA Systematic Small Mid Cap Value - Service Class	2014	$12.177203	$12.631853	54,971.042	8,084.113
Subaccount inception date May 1, 2013	2013	$10.000000	$12.177203	18,193.980	539.774
TA T. Rowe Price Small Cap - Service Class	2014	$12.896853	$13.545434	89,796.826	12,915.262
Subaccount inception date May 1, 2013	2013	$10.000000	$12.896853	36,367.237	7,173.521
TA Torray Concentrated Growth - Service Class	2014	$11.941909	$12.956027	18,934.105	4,290.081
Subaccount inception date May 1, 2013	2013	$10.000000	$11.941909	5,936.209	8,268.552
TA TS&W International Equity - Service Class	2014	$11.266414	$10.538329	68,345.199	7,872.892
Subaccount inception date May 1, 2013	2013	$10.000000	$11.266414	20,897.827	0.000
TA Vanguard ETF - Balanced - Service Class	2014	$10.502044	$10.854242	29,511,848.402	1,824,512.810
Subaccount inception date May 1, 2013	2013	$10.000000	$10.502044	8,825,054.935	372,941.020
TA Vanguard ETF - Conservative - Service Class	2014	$10.252434	$10.666439	2,724,971.946	181,285.657
Subaccount inception date May 1, 2013	2013	$10.000000	$10.252434	875,220.175	29,954.334

Subaccount	Year	Separate Account Expense 1.15%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA Vanguard ETF - Growth - Service Class(3) Subaccount inception date May 1, 2013	2014 2013	$10.984499 $10.000000	$11.290100 $10.984499	10,727,843.524 3,424,842.904	1,422,137.997 312,077.531
TA Voya Balanced Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.628011 $10.000000	$10.589586 $10.628011	555,304.034 260,732.905	0.000 0.000
TA Voya Conservative Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.211208 $10.000000	$10.103481 $10.211208	79,988.358 55,873.014	0.000 0.000
TA Voya Intermediate Bond - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.576068 $10.000000	$10.018015 $9.576068	3,399.019 3,542.258	0.000 0.000
TA Voya Large Cap Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.749414 $10.000000	$13.138900 $11.749414	1,357.158 1,611.332	0.000 0.000
TA Voya Limited Maturity Bond Subaccount inception date May 1, 2013	2014 2013	$9.913487 $10.000000	$9.825883 $9.913487	24,410.049 14,372.866	0.000 0.000
TA Voya Mid Cap Opportunities - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.729559 $10.000000	$12.582371 $11.729559	1,430.030 1,576.887	0.000 0.000
TA Voya Moderate Growth Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.034895 $10.000000	$10.983028 $11.034895	249,258.716 138,519.688	0.000 0.000
TA WMC US Growth - Service Class(5) Subaccount inception date May 1, 2013	2014 2013	$11.983201 $10.000000	$13.129488 $11.983201	21,928.432 2,268.861	2,404.406 704.213

C-SHARE

Subaccount	Year	Separate Account Expense 1.90%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
AB Balanced Wealth Strategy Portfolio - Class B(1)(3) Subaccount inception date May 1, 2013	2014 2013	$10.707426 $10.000000	$11.230363 $10.707426	811.084 0.000	0.000 0.000
AB Growth and Income Portfolio – Class B(4) Subaccount inception date May 1, 2013	2014 2013	$11.968644 $10.000000	$12.834412 $11.968644	14,624.499 2,369.962	0.000 0.000
American Funds - Asset Allocation FundSM - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.152965 $10.000000	$11.498985 $11.152965	8,375.065 1,466.780	0.000 0.000
American Funds - Growth FundSM - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.783374 $10.000000	$12.507820 $11.783374	12,226.155 4,230.107	0.000 0.000
American Funds - Growth-Income FundSM - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.884149 $10.000000	$12.861910 $11.884149	11,316.328 4,909.629	0.000 0.000
American Funds - International FundSM - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.215808 $10.000000	$10.680630 $11.215808	51,256.929 1,229.873	0.000 0.000
Fidelity VIP Balanced Portfolio - Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.063047 $10.000000	$11.942380 $11.063047	14,364.577 1,997.869	0.000 0.000
Fidelity VIP Contrafund® Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.908722 $10.000000	$13.046409 $11.908722	14,462.604 1,992.978	0.000 0.000
Fidelity VIP Mid Cap Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$12.326543 $10.000000	$12.824063 $12.326543	5,679.638 2,736.118	0.000 0.000
Fidelity VIP Value Strategies Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.702776 $10.000000	$12.230390 $11.702776	9,025.567 886.819	0.000 0.000
GE Investments Total Return Fund - Class 3(1) Subaccount inception date May 1, 2013	2014 2013	$10.645948 $10.000000	$10.953594 $10.645948	4,220.287 550.217	0.000 0.000
TA Aegon Money Market - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.874119 $10.000000	$9.688788 $9.874119	15,380.422 5,573.634	0.000 0.000
TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.522193 $10.000000	$9.756112 $9.522193	6,050.282 2,022.228	0.000 0.000
PAM TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.522193 $10.000000	$9.756112 $9.522193	0.000 0.000	0.000 0.000
TA Barrow Hanley Dividend Focused - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.572700 $10.000000	$12.710268 $11.572700	60,730.462 2,624.079	0.000 0.000

Subaccount	Year	Separate Account Expense 1.90% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA BlackRock Global Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.660455 $10.000000	$10.633000 $10.660455	21,409.004 11,363.560	0.000 0.000
TA BlackRock Tactical Allocation - Service Class Subaccount inception date April 29,2014	2014	$10.554697	$10.860255	43,907.891	9,284.186
TA Clarion Global Real Estate Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.153815 $10.000000	$10.175588 $9.153815	3,859.222 204.168	628.202 628.281
TA Jennison Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.527909 $10.000000	$13.495430 $12.527909	8,448.449 846.776	0.000 0.000
TA JPMorgan Enhanced Index - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.715964 $10.000000	$13.101339 $11.715964	7,601.914 0.000	0.000 0.000
TA JPMorgan Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.605686 $10.000000	$13.093960 $11.605686	15,708.208 3,547.942	525.570 525.635
TA MFS International Equity - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.072399 $10.000000	$10.276225 $11.072399	53,613.106 2,797.604	2,214.953 2,215.228
TA Morgan Stanley Capital Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$13.593218 $10.000000	$14.109322 $13.593218	9,517.292 1,952.504	500.269 500.331
TA Morgan Stanley Mid Cap Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.278394 $10.000000	$12.015839 $12.278394	9,494.094 3,585.144	0.000 0.000
TA Systematic Small Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.116373 $10.000000	$12.474849 $12.116373	8,091.209 2,146.864	0.000 0.000
TA T. Rowe Price Small Cap - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.832468 $10.000000	$13.377124 $12.832468	12,381.004 2,921.469	501.323 501.385
TA Torray Concentrated Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.882254 $10.000000	$12.795018 $11.882254	871.220 0.000	0.000 0.000
TA TS&W International Equity - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.210143 $10.000000	$10.407336 $11.210143	50,593.389 935.393	0.000 0.000
TA Vanguard ETF - Balanced - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.449534 $10.000000	$10.719311 $10.449534	134,939.596 66,841.118	775.283 779.908
TA Vanguard ETF - Conservative - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.201181 $10.000000	$10.533842 $10.201181	11,369.144 3,755.106	0.000 0.000
TA Vanguard ETF - Growth - Service Class(3) Subaccount inception date May 1, 2013	2014 2013	$10.929605 $10.000000	$11.149760 $10.929605	322,858.268 282,854.970	0.000 0.000
TA Voya Balanced Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.574878 $10.000000	$10.457928 $10.574878	0.000 0.000	0.000 0.000
TA Voya Conservative Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.160147 $10.000000	$9.977856 $10.160147	0.000 0.000	0.000 0.000
TA Voya Intermediate Bond - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.528165 $10.000000	$9.893461 $9.528165	0.000 0.000	0.000 0.000
TA Voya Large Cap Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.690703 $10.000000	$12.975622 $11.690703	0.000 0.000	0.000 0.000
TA Voya Limited Maturity Bond Subaccount inception date May 1, 2013	2014 2013	$9.863906 $10.000000	$9.703733 $9.863906	0.000 0.000	0.000 0.000
TA Voya Mid Cap Opportunities - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.670947 $10.000000	$12.425972 $11.670947	0.000 0.000	0.000 0.000
TA Voya Moderate Growth Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.979736 $10.000000	$10.846484 $10.979736	0.000 0.000	0.000 0.000
TA WMC US Growth - Service Class(5) Subaccount inception date May 1, 2013	2014 2013	$11.923333 $10.000000	$12.966311 $11.923333	48,163.289 0.000	0.000 0.000

Subaccount	Year	Separate Account Expense 1.55% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
AB Balanced Wealth Strategy Portfolio - Class B(1)(3) Subaccount inception date May 1, 2013	2014 2013	$10.732499 $10.000000	$11.296085 $10.732499	5,553.633 2,156.303	0.000 0.000

Subaccount	Year	Separate Account Expense 1.55%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
AB Growth and Income Portfolio – Class B(4) Subaccount inception date May 1, 2013	2014 2013	$11.996639 $10.000000	$12.909499 $11.996639	7,935.036 4,707.190	0.000 0.000
American Funds - Asset Allocation Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.179081 $10.000000	$11.566317 $11.179081	89,492.556 52,330.532	0.000 0.000
American Funds - Growth Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.810950 $10.000000	$12.581044 $11.810950	29,999.823 9,822.023	0.000 0.000
American Funds - Growth-Income Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.911959 $10.000000	$12.937215 $11.911959	43,576.593 17,099.440	291.339 0.000
American Funds - International Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.242065 $10.000000	$10.743192 $11.242065	17,623.802 6,137.813	0.000 0.000
Fidelity VIP Balanced Portfolio - Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.088942 $10.000000	$12.012257 $11.088942	45,266.437 6,173.877	312.718 0.000
Fidelity VIP Contrafund® Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.936588 $10.000000	$13.122735 $11.936588	15,545.543 4,030.545	758.999 0.000
Fidelity VIP Mid Cap Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$12.355386 $10.000000	$12.899104 $12.355386	7,244.043 3,171.412	385.162 0.000
Fidelity VIP Value Strategies Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.730167 $10.000000	$12.301966 $11.730167	4,087.661 1,989.725	0.000 0.000
GE Investments Total Return Fund - Class 3(1) Subaccount inception date May 1, 2013	2014 2013	$10.670871 $10.000000	$11.017704 $10.670871	0.000 0.000	0.000 0.000
TA Aegon Money Market - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.897251 $10.000000	$9.745501 $9.897251	177,829.583 57,870.277	0.000 0.000
TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.544504 $10.000000	$9.813221 $9.544504	21,000.087 4,015.540	1,799.027 0.000
PAM TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.544504 $10.000000	$9.813221 $9.544504	0.000 0.000	0.000 0.000
TA Barrow Hanley Dividend Focused - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.599780 $10.000000	$12.784634 $11.599780	9,753.405 1,392.000	777.453 0.000
TA BlackRock Global Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.685410 $10.000000	$10.695234 $10.685410	43,812.597 5,265.608	0.000 0.000
TA BlackRock Tactical Allocation - Service Class Subaccount inception date April 29, 2014	2014	$10.591478	$10.923812	109,425.734	6,677.203
TA Clarion Global Real Estate Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.175268 $10.000000	$10.235148 $9.175268	16,043.348 2,015.854	1,216.213 0.000
TA Jennison Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.557212 $10.000000	$13.574386 $12.557212	552.452 0.000	0.000 0.000
TA JPMorgan Enhanced Index - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.743375 $10.000000	$13.177987 $11.743375	9,530.887 0.000	0.000 0.000
TA JPMorgan Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.632849 $10.000000	$13.170557 $11.632849	7,403.883 156.987	0.000 0.000
TA MFS International Equity - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.098302 $10.000000	$10.336362 $11.098302	6,939.289 903.481	0.000 0.000
TA Morgan Stanley Capital Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$13.625003 $10.000000	$14.191846 $13.625003	393.752 0.000	0.000 0.000
TA Morgan Stanley Mid Cap Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.307103 $10.000000	$12.086135 $12.307103	3,678.608 329.927	0.000 0.000
TA Multi-Manager Alternative Strategies Subaccount inception date	2014 2013	$10.215014 $10.000000	$10.354805 $10.215014	5,964.134 0.000	0.000 0.000
TA Systematic Small Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.144720 $10.000000	$12.547857 $12.144720	4,027.812 2,464.500	0.000 0.000
TA T. Rowe Price Small Cap - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.862470 $10.000000	$13.455383 $12.862470	4,739.599 2,044.119	0.000 0.000
TA Torray Concentrated Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.910049 $10.000000	$12.869880 $11.910049	193.601 198.556	0.000 0.000

C-SHARE — (Continued)

Subaccount	Year	Separate Account Expense 1.55%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA TS&W International Equity - Service Class	2014	$11.236370	$10.468245	4,225.344	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.236370	417.455	0.000
TA Vanguard ETF - Balanced - Service Class	2014	$10.474011	$10.782050	756,398.166	6,004.898
Subaccount inception date May 1, 2013	2013	$10.000000	$10.474011	324,141.525	967.149
TA Vanguard ETF - Conservative - Service Class	2014	$10.225070	$10.595495	161,988.229	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.225070	37,130.072	0.000
TA Vanguard ETF - Growth - Service Class(3)	2014	$10.955190	$11.215008	355,693.450	149,063.309
Subaccount inception date May 1, 2013	2013	$10.000000	$10.955190	110,614.547	0.000
TA Voya Balanced Allocation - Service Class	2014	$10.599628	$10.519133	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.599628	0.000	0.000
TA Voya Conservative Allocation - Service Class	2014	$10.183933	$10.036254	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.183933	1,171.269	0.000
TA Voya Intermediate Bond - Service Class	2014	$9.550486	$9.951362	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.550486	0.000	0.000
TA Voya Large Cap Growth - Service Class	2014	$11.718062	$13.051527	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.718062	0.000	0.000
TA Voya Limited Maturity Bond	2014	$9.887009	$9.760528	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.887009	0.000	0.000
TA Voya Mid Cap Opportunities - Service Class	2014	$11.698263	$12.498694	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.698263	0.000	0.000
TA Voya Moderate Growth Allocation - Service Class	2014	$11.005434	$10.909958	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.005434	0.000	0.000
TA WMC US Growth - Service Class(5)	2014	$11.951240	$13.042186	813.825	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.951240	814.652	0.000

L-SHARE

Subaccount	Year	Separate Account Expense 1.85%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
AB Balanced Wealth Strategy Portfolio - Class B(1)(3)	2014	$10.711007	$11.239736	32,982.190	8,285.275
Subaccount inception date May 1, 2013	2013	$10.000000	$10.711007	23,950.748	3,283.869
AB Growth and Income Portfolio – Class B(4)	2014	$11.972638	$12.845122	151,531.231	48,509.167
Subaccount inception date May 1, 2013	2013	$10.000000	$11.972638	30,535.530	19,817.027
American Funds - Asset Allocation Fund℠ - Class 2(2)	2014	$11.156691	$11.508571	467,645.277	5,922.102
Subaccount inception date May 1, 2013	2013	$10.000000	$11.156691	124,246.861	4,991.738
American Funds - Growth Fund℠ - Class 2(2)	2014	$11.787317	$12.518255	199,745.633	59,927.705
Subaccount inception date May 1, 2013	2013	$10.000000	$11.787317	61,268.689	14,467.469
American Funds - Growth-Income Fund℠ - Class 2(2)	2014	$11.888121	$12.872635	456,920.276	14,488.554
Subaccount inception date May 1, 2013	2013	$10.000000	$11.888121	130,249.623	8,566.638
American Funds - International Fund℠ - Class 2(2)	2014	$11.219555	$10.689533	169,039.393	75,437.299
Subaccount inception date May 1, 2013	2013	$10.000000	$11.219555	32,094.277	8,491.946
Fidelity VIP Balanced Portfolio - Service Class 2	2014	$11.066747	$11.952351	147,271.196	13,453.705
Subaccount inception date May 1, 2013	2013	$10.000000	$11.066747	25,153.215	1,847.106
Fidelity VIP Contrafund® Portfolio – Service Class 2	2014	$11.912701	$13.057295	304,049.444	87,394.017
Subaccount inception date May 1, 2013	2013	$10.000000	$11.912701	81,347.031	25,699.180
Fidelity VIP Mid Cap Portfolio – Service Class 2	2014	$12.330676	$12.834781	206,195.744	34,411.038
Subaccount inception date May 1, 2013	2013	$10.000000	$12.330676	83,753.785	13,532.459
Fidelity VIP Value Strategies Portfolio – Service Class 2	2014	$11.706687	$12.240598	123,245.933	8,908.250
Subaccount inception date May 1, 2013	2013	$10.000000	$11.706687	49,713.463	5,504.695
GE Investments Total Return Fund - Class 3(1)	2014	$10.649503	$10.962738	37,745.862	960.284
Subaccount inception date May 1, 2013	2013	$10.000000	$10.649503	9,092.358	732.635
TA Aegon Money Market - Service Class	2014	$9.877422	$9.696876	479,584.358	24,837.700
Subaccount inception date May 1, 2013	2013	$10.000000	$9.877422	398,611.180	95,562.423

Subaccount	Year	Separate Account Expense 1.85%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA Aegon U.S. Government Securities - Service Class	2014	$9.525381	$9.764256	416,100.039	50,655.335
Subaccount inception date May 1, 2013	2013	$10.000000	$9.525381	152,068.066	51,066.420
PAM TA Aegon U.S. Government Securities - Service Class	2014	$9.525381	$9.764256	45,378.206	56,762.344
Subaccount inception date May 1, 2013	2013	$10.000000	$9.525381	0.000	0.000
TA Barrow Hanley Dividend Focused - Service Class	2014	$11.576563	$12.720876	100,807.294	23,603.245
Subaccount inception date May 1, 2013	2013	$10.000000	$11.576563	34,318.997	6,453.372
TA BlackRock Global Allocation - Service Class	2014	$10.664010	$10.641864	414,574.278	173,629.067
Subaccount inception date May 1, 2013	2013	$10.000000	$10.664010	152,124.030	27,743.504
TA BlackRock Tactical Allocation - Service Class					
Subaccount inception date April 29, 2014	2014	$10.559938	$10.869310	1,484,483.311	132,269.972
TA Clarion Global Real Estate Securities - Service Class	2014	$9.156876	$10.184071	131,337.396	88,911.436
Subaccount inception date May 1, 2013	2013	$10.000000	$9.156876	41,240.898	16,648.378
TA Jennison Growth - Service Class	2014	$12.532091	$13.506693	63,988.103	7,161.315
Subaccount inception date May 1, 2013	2013	$10.000000	$12.532091	29,068.706	224.468
TA JPMorgan Enhanced Index - Service Class	2014	$11.719868	$13.112257	119,833.474	80,513.540
Subaccount inception date May 1, 2013	2013	$10.000000	$11.719868	106,018.564	1,005.911
TA JPMorgan Mid Cap Value - Service Class	2014	$11.609569	$13.104874	191,132.350	69,780.272
Subaccount inception date May 1, 2013	2013	$10.000000	$11.609569	64,552.937	10,257.532
TA MFS International Equity - Service Class	2014	$11.076094	$10.284791	133,864.494	17,333.970
Subaccount inception date May 1, 2013	2013	$10.000000	$11.076094	55,617.989	6,627.013
TA Morgan Stanley Capital Growth - Service Class	2014	$13.597759	$14.121087	32,194.273	6,489.707
Subaccount inception date May 1, 2013	2013	$10.000000	$13.597759	9,347.744	0.000
TA Morgan Stanley Mid Cap Growth - Service Class	2014	$12.282490	$12.025854	50,751.746	34,595.793
Subaccount inception date May 1, 2013	2013	$10.000000	$12.282490	25,495.762	10,760.839
TA Systematic Small Mid Cap Value - Service Class	2014	$12.120421	$12.485262	93,338.730	39,416.693
Subaccount inception date May 1, 2013	2013	$10.000000	$12.120421	36,267.066	7,309.629
TA T. Rowe Price Small Cap - Service Class	2014	$12.836738	$13.388277	209,993.651	57,207.837
Subaccount inception date May 1, 2013	2013	$10.000000	$12.836738	76,374.754	15,633.649
TA Torray Concentrated Growth - Service Class	2014	$11.886217	$12.805686	29,753.079	21,032.646
Subaccount inception date May 1, 2013	2013	$10.000000	$11.886217	17,600.467	10,855.640
TA TS&W International Equity - Service Class	2014	$11.213892	$10.416026	56,231.083	27,907.096
Subaccount inception date May 1, 2013	2013	$10.000000	$11.213892	10,364.029	10,715.341
TA Vanguard ETF - Balanced - Service Class	2014	$10.453037	$10.728264	4,951,402.067	590,875.459
Subaccount inception date May 1, 2013	2013	$10.000000	$10.453037	1,811,998.711	167,323.199
TA Vanguard ETF - Conservative - Service Class	2014	$10.204584	$10.542635	456,655.384	50,359.526
Subaccount inception date May 1, 2013	2013	$10.000000	$10.204584	140,874.387	20,431.164
TA Vanguard ETF - Growth - Service Class(3)	2014	$10.933258	$11.159064	3,985,463.190	951,079.397
Subaccount inception date May 1, 2013	2013	$10.000000	$10.933258	1,629,355.721	450,363.944
TA Voya Balanced Allocation - Service Class	2014	$10.578410	$10.466655	2,976.668	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.578410	2,985.713	0.000
TA Voya Conservative Allocation - Service Class	2014	$10.163544	$9.986188	2,254.144	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.163544	1,749.324	0.000
TA Voya Intermediate Bond - Service Class	2014	$9.531357	$9.901719	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.531357	0.000	0.000
TA Voya Large Cap Growth - Service Class	2014	$11.694603	$12.986438	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.694603	0.000	0.000
TA Voya Limited Maturity Bond	2014	$9.867211	$9.711830	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.867211	0.000	0.000
TA Voya Mid Cap Opportunities - Service Class	2014	$11.674848	$12.436351	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.674848	0.000	0.000
TA Voya Moderate Growth Allocation - Service Class	2014	$10.983397	$10.855523	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.983397	0.000	0.000
TA WMC US Growth - Service Class(5)	2014	$11.927318	$12.977138	71,042.619	18,539.715
Subaccount inception date May 1, 2013	2013	$10.000000	$11.927318	35,679.078	8,665.049

		Separate Account Expense 1.50%			
Subaccount	**Year**	**Beginning AUV**	**Ending AUV**	**# Units (National)**	**# Units (NY)**
AB Balanced Wealth Strategy Portfolio - Class B(1)(3) Subaccount inception date May 1, 2013	2014 2013	$10.736082 $10.000000	$11.305513 $10.736082	9,290.371 3,341.657	917.060 316.418
AB Growth and Income Portfolio – Class B(4) Subaccount inception date May 1, 2013	2014 2013	$12.000655 $10.000000	$12.920273 $12.000655	42,593.715 21,856.165	0.000 0.000
American Funds - Asset Allocation Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.182807 $10.000000	$11.575911 $11.182807	95,272.296 40,691.480	891.586 306,167
American Funds - Growth Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.814889 $10.000000	$12.591497 $11.814889	59,543.877 28,219.573	844.039 292.644
American Funds - Growth-Income Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.915942 $10.000000	$12.947953 $11.915942	140,755.081 79,993.089	831.541 292.596
American Funds - International Fund℠ - Class 2(2) Subaccount inception date May 1, 2013	2014 2013	$11.245813 $10.000000	$10.752102 $11.245813	43,496.061 24,943.959	893.584 306.855
Fidelity VIP Balanced Portfolio - Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.092651 $10.000000	$12.022287 $11.092651	126,709.755 98,079.100	43.027 0.000
Fidelity VIP Contrafund® Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.940572 $10.000000	$13.133689 $11.940572	33,327.644 10,840.127	3,996.322 874.845
Fidelity VIP Mid Cap Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$12.359513 $10.000000	$12.909862 $12.359513	58,450.028 35,108.203	2,230.758 565.913
Fidelity VIP Value Strategies Portfolio – Service Class 2 Subaccount inception date May 1, 2013	2014 2013	$11.734088 $10.000000	$12.312232 $11.734088	7,080.418 2,394.411	2,184.583 592.605
GE Investments Total Return Fund - Class 3(1) Subaccount inception date May 1, 2013	2014 2013	$10.674440 $10.000000	$11.026900 $10.674440	2,728.542 14.971	0.000 0.000
TA Aegon Money Market - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.900559 $10.000000	$9.753638 $9.900559	484,704.900 384,089.323	177,092.938 20,842.924
TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.547700 $10.000000	$9.821416 $9.547700	229,240.493 118,019.127	3,810.112 12,938.796
PAM TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.547700 $10.000000	$9.821416 $9.547700	0.000 0.000	0.000 0.000
TA Barrow Hanley Dividend Focused - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.603659 $10.000000	$12.795301 $11.603659	24,158.172 3,449.318	4,238.242 1,452.199
TA BlackRock Global Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.688977 $10.000000	$10.704160 $10.688977	107,725.203 83,325.946	5,868.073 4,642.464
TA BlackRock Tactical Allocation - Service Class Subaccount inception date April 29,2014	2014	$10.596743	$10.932929	2,300,269.186	86,264.053
TA Clarion Global Real Estate Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.178335 $10.000000	$10.243698 $9.178335	28,645.858 15,048.486	3,004.891 0.000
TA Jennison Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.561405 $10.000000	$13.585709 $12.561405	10,443.257 6,832.618	3,834.095 3,834.403
TA JPMorgan Enhanced Index - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.747303 $10.000000	$13.188990 $11.747303	14,794.869 9,473.375	218.572 0.000
TA JPMorgan Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.636728 $10.000000	$13.181537 $11.636728	13,718.975 8,222.901	41.054 0.000
TA MFS International Equity - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.102015 $10.000000	$10.344990 $11.102015	22,115.469 6,050.885	1,140.702 854.495
TA Morgan Stanley Capital Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$13.629550 $10.000000	$14.203680 $13.629550	11,736.698 4,582.366	0.000 0.000
TA Morgan Stanley Mid Cap Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.311215 $10.000000	$12.096220 $12.311215	16,288.672 3,643.075	1,181.460 2,596.771
TA Multi-Manager Alternative Strategies Subaccount inception date November 4, 2013	2014 2013	$10.215816 $10.000000	$10.360804 $10.215816	10,589.140 911.781	342.550 0.000
TA Systematic Small Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.148774 $10.000000	$12.558326 $12.148774	22,176.975 13,338.672	1,161.765 559.975
TA T. Rowe Price Small Cap - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.866763 $10.000000	$13.466613 $12.866763	33,870.139 17,070.291	3,512.824 1,934.378

L-SHARE — (Continued)

Subaccount	Year	Separate Account Expense 1.50% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA Torray Concentrated Growth - Service Class	2014	$11.914030	$12.880606	532.878	381.096
Subaccount inception date May 1, 2013	2013	$10.000000	$11.914030	557.189	0.000
TA TS&W International Equity - Service Class	2014	$11.240128	$10.476993	1,634.284	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.240128	0.000	0.000
TA Vanguard ETF - Balanced - Service Class	2014	$10.477507	$10.791045	12,187,086.849	927,625.831
Subaccount inception date May 1, 2013	2013	$10.000000	$10.477507	4,153,049.354	87,085.678
TA Vanguard ETF - Conservative - Service Class	2014	$10.228484	$10.604339	1,051,554.155	45,757.874
Subaccount inception date May 1, 2013	2013	$10.000000	$10.228484	472,504.182	2,335.180
TA Vanguard ETF - Growth - Service Class(3)	2014	$10.958846	$11.224368	6,394,792.700	324,414.451
Subaccount inception date May 1, 2013	2013	$10.000000	$10.958846	2,385,027.830	167,039.670
TA Voya Balanced Allocation - Service Class	2014	$10.603184	$10.527919	10,953.937	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.603184	3,243.810	0.000
TA Voya Conservative Allocation - Service Class	2014	$10.187349	$10.044656	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.187349	0.000	0.000
TA Voya Intermediate Bond - Service Class	2014	$9.553685	$9.959690	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.553685	0.000	0.000
TA Voya Large Cap Growth - Service Class	2014	$11.721983	$13.062424	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.721983	0.000	0.000
TA Voya Limited Maturity Bond	2014	$9.890320	$9.768667	29.485	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.890320	0.000	0.000
TA Voya Mid Cap Opportunities - Service Class	2014	$11.702162	$12.509117	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.702162	0.000	0.000
TA Voya Moderate Growth Allocation - Service Class	2014	$11.009120	$10.919078	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.009120	0.000	0.000
TA WMC US Growth - Service Class(5)	2014	$11.955227	$13.053061	20,269.017	3,787.673
Subaccount inception date May 1, 2013	2013	$10.000000	$11.955227	2,683.729	3,787.978

X-SHARE

Subaccount	Year	Separate Account Expense 1.85% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
AB Balanced Wealth Strategy Portfolio - Class B(1)(3)	2014	$10.711007	$11.239736	9,000.968	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.711007	0.000	0.000
AB Growth and Income Portfolio – Class B(4)	2014	$11.972638	$12.845122	14,836.998	6,465.464
Subaccount inception date May 1, 2013	2013	$10.000000	$11.972638	3,032.105	0.000
American Funds - Asset Allocation Fund^{SM} - Class 2(2)	2014	$11.156691	$11.508571	124,625.235	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.156691	75,409.507	0.000
American Funds - Growth Fund^{SM} - Class 2(2)	2014	$11.787317	$12.518255	73,729.957	1,139.475
Subaccount inception date May 1, 2013	2013	$10.000000	$11.787317	7,390.560	0.000
American Funds - Growth-Income Fund^{SM} - Class 2(2)	2014	$11.888121	$12.872635	47,941.594	8,141.349
Subaccount inception date May 1, 2013	2013	$10.000000	$11.888121	4,060.769	0.000
American Funds - International Fund^{SM} - Class 2(2)	2014	$11.219555	$10.689533	48,336.863	17,696.639
Subaccount inception date May 1, 2013	2013	$10.000000	$11.219555	3,967.271	0.000
Fidelity VIP Balanced Portfolio - Service Class 2	2014	$11.066747	$11.952351	18,827.809	1,481.933
Subaccount inception date May 1, 2013	2013	$10.000000	$11.066747	8,454.234	0.000
Fidelity VIP Contrafund® Portfolio – Service Class 2	2014	$11.912701	$13.057295	48,597.327	25,555.544
Subaccount inception date May 1, 2013	2013	$10.000000	$11.912701	5,426.899	0.000
Fidelity VIP Mid Cap Portfolio – Service Class 2	2014	$12.330676	$12.834781	22,654.386	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.330676	5,679.391	0.000
Fidelity VIP Value Strategies Portfolio – Service Class 2	2014	$11.706687	$12.240598	19,252.996	6,583.318
Subaccount inception date May 1, 2013	2013	$10.000000	$11.706687	4,447.118	0.000
GE Investments Total Return Fund - Class 3(1)	2014	$10.649503	$10.962738	4,503.139	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.649503	1,379.793	0.000

Subaccount	Year	Separate Account Expense 1.85% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA Aegon Money Market - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.877422 $10.000000	$9.696876 $9.877422	396,217.631 90,198.082	41,382.544 0.000
TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.525381 $10.000000	$9.764256 $9.525381	95,314.411 210,089.217	3,831.224 12,285.588
PAM TA Aegon U.S. Government Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.525381 $10.000000	$9.764256 $9.525381	0.000 0.000	0.000 0.000
TA Barrow Hanley Dividend Focused - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.576563 $10.000000	$12.720876 $11.576563	25,568.190 2,148.970	4,000.694 0.000
TA BlackRock Global Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.664010 $10.000000	$10.641864 $10.664010	55,897.666 7,586.979	19,367.446 0.000
TA BlackRock Tactical Allocation - Service Class Subaccount inception date April 29, 2014	2014	$10.559938	$10.869310	646,604.816	26,566.895
TA Clarion Global Real Estate Securities - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.156876 $10.000000	$10.184071 $9.156876	55,759.507 11,426.843	1,275.957 0.000
TA Jennison Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.532091 $10.000000	$13.506693 $12.532091	22,183.400 1,511.133	6,918.076 0.000
TA JPMorgan Enhanced Index - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.719868 $10.000000	$13.112257 $11.719868	21,009.886 9,743.777	0.000 0.000
TA JPMorgan Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.609569 $10.000000	$13.104874 $11.609569	26,566.340 6,008.446	12,734.689 0.000
TA MFS International Equity - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.076094 $10.000000	$10.284791 $11.076094	71,917.815 22,044.900	553.167 523.863
TA Morgan Stanley Capital Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$13.597759 $10.000000	$14.121087 $13.597759	17,616.386 2,073.137	826.178 879.797
TA Morgan Stanley Mid Cap Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.282490 $10.000000	$12.025854 $12.282490	10,292.833 1,753.473	11,873.757 0.000
TA Systematic Small Mid Cap Value - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.120421 $10.000000	$12.485262 $12.120421	20,777.098 8,039.206	4,270.387 0.000
TA T. Rowe Price Small Cap - Service Class Subaccount inception date May 1, 2013	2014 2013	$12.836738 $10.000000	$13.388277 $12.836738	56,661.441 8,070.959	6,878.443 0.000
TA Torray Concentrated Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.886217 $10.000000	$12.805686 $11.886217	17,942.765 6,508.897	7,198.624 0.000
TA TS&W International Equity - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.213892 $10.000000	$10.416026 $11.213892	5,841.191 0.000	548.753 514.886
TA Vanguard ETF - Balanced - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.453037 $10.000000	$10.728264 $10.453037	1,381,841.447 493,178.589	137,249.126 11,578.948
TA Vanguard ETF - Conservative - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.204584 $10.000000	$10.524635 $10.204584	341,982.745 149,500.111	24,707.544 7,587.017
TA Vanguard ETF - Growth - Service Class(5) Subaccount inception date May 1, 2013	2014 2013	$10.933258 $10.000000	$11.159064 $10.933258	1,124,097.518 526,666.776	474,131.875 309,942.162
TA Voya Balanced Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.578410 $10.000000	$10.466655 $10.578410	0.000 0.000	0.000 0.000
TA Voya Conservative Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.163544 $10.000000	$9.986188 $10.163544	0.000 0.000	0.000 0.000
TA Voya Intermediate Bond - Service Class Subaccount inception date May 1, 2013	2014 2013	$9.531357 $10.000000	$9.901719 $9.531357	0.000 0.000	0.000 0.000
TA Voya Large Cap Growth - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.694603 $10.000000	$12.986438 $11.694603	0.000 0.000	0.000 0.000
TA Voya Limited Maturity Bond Subaccount inception date May 1, 2013	2014 2013	$9.867211 $10.000000	$9.711830 $9.867211	0.000 0.000	0.000 0.000
TA Voya Mid Cap Opportunities - Service Class Subaccount inception date May 1, 2013	2014 2013	$11.674848 $10.000000	$12.436351 $11.674848	0.000 0.000	0.000 0.000
TA Voya Moderate Growth Allocation - Service Class Subaccount inception date May 1, 2013	2014 2013	$10.983397 $10.000000	$10.855523 $10.983397	0.000 0.000	0.000 0.000

Subaccount	Year	Separate Account Expense 1.85%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA WMC US Growth - Service Class[5]	2014	$11.927318	$12.977138	40,316.323	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.927318	3,649.583	0.000

Subaccount	Year	Separate Account Expense 1.50%			
		Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
AB Balanced Wealth Strategy Portfolio - Class B[1][3]	2014	$10.736082	$11.305513	5,712.878	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.736082	2,961.832	0.000
AB Growth and Income Portfolio – Class B[4]	2014	$12.000655	$12.920273	7,292.741	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.000655	5,060.065	0.000
American Funds - Asset Allocation Fund℠ - Class 2[2]	2014	$11.182807	$11.575911	27,674.658	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.182807	5,460.794	0.000
American Funds - Growth Fund℠ - Class 2[2]	2014	$11.814889	$12.591497	16,705.093	2,911.497
Subaccount inception date May 1, 2013	2013	$10.000000	$11.814889	5,605.280	2,109.894
American Funds - Growth-Income Fund℠ - Class 2[2]	2014	$11.915942	$12.947953	25,761.866	3,655.888
Subaccount inception date May 1, 2013	2013	$10.000000	$11.915942	2,342.830	1,063.820
American Funds - International Fund℠ - Class 2[2]	2014	$11.245813	$10.752102	13,850.687	2,593.533
Subaccount inception date May 1, 2013	2013	$10.000000	$11.245813	4,393.718	1,087.418
Fidelity VIP Balanced Portfolio - Service Class 2	2014	$11.092651	$12.022287	27,202.761	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.092651	787.780	0.000
Fidelity VIP Contrafund® Portfolio – Service Class 2	2014	$11.940572	$13.133689	40,929.381	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.940572	2,648.529	0.000
Fidelity VIP Mid Cap Portfolio – Service Class 2	2014	$12.359513	$12.909862	17,024.895	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.359513	6,157.133	0.000
Fidelity VIP Value Strategies Portfolio – Service Class 2	2014	$11.734088	$12.312232	2,322.768	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.734088	329.048	0.000
GE Investments Total Return Fund - Class 3[1]	2014	$10.674440	$11.026900	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.674440	0.000	0.000
TA Aegon Money Market - Service Class	2014	$9.900559	$9.753638	225,841.736	47,232.910
Subaccount inception date May 1, 2013	2013	$10.000000	$9.900559	165,630.010	5,372.471
TA Aegon U.S. Government Securities - Service Class	2014	$9.547700	$9.821416	97,541.816	556.768
Subaccount inception date May 1, 2013	2013	$10.000000	$9.547700	64,588.028	0.000
PAM TA Aegon U.S. Government Securities - Service Class	2014	$9.547700	$9.821416	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.547700	0.000	0.000
TA Barrow Hanley Dividend Focused - Service Class	2014	$11.603659	$12.795301	26,922.556	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.603659	1,618.992	0.000
TA BlackRock Global Allocation - Service Class	2014	$10.688977	$10.704160	34,490.769	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.688977	5,947.822	0.000
TA BlackRock Tactical Allocation - Service Class					
Subaccount inception date April 29, 2014	2014	$10.596743	$10.932929	575,485.283	38,773.744
TA Clarion Global Real Estate Securities - Service Class	2014	$9.178335	$10.243698	12,732.147	1,651.335
Subaccount inception date May 1, 2013	2013	$10.000000	$9.178335	2,807.881	0.000
TA Jennison Growth - Service Class	2014	$12.561405	$13.585709	2,945.908	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.561405	3,295.572	0.000
TA JPMorgan Enhanced Index - Service Class	2014	$11.747303	$13.188990	2,074.721	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.747303	0.000	0.000
TA JPMorgan Mid Cap Value - Service Class	2014	$11.636728	$13.181537	20,951.676	2,384.885
Subaccount inception date May 1, 2013	2013	$10.000000	$11.636728	2,471.024	1,069.548
TA MFS International Equity - Service Class	2014	$11.102015	$10.344990	14,411.718	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.102015	902.411	0.000
TA Morgan Stanley Capital Growth - Service Class	2014	$13.629550	$14.203680	15,492.823	2,463.820
Subaccount inception date May 1, 2013	2013	$10.000000	$13.629550	13,726.551	0.000
TA Morgan Stanley Mid Cap Growth - Service Class	2014	$12.311215	$12.096220	1,233.186	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.311215	2,596.771	0.000

X-SHARE — (Continued)

Subaccount	Year	Separate Account Expense 1.50% Beginning AUV	Ending AUV	# Units (National)	# Units (NY)
TA Multi-Manager Alternative Strategies	2014	$10.215816	$10.360804	85.504	0.000
Subaccount inception date November 4, 2013	2013	$10.000000	$10.215816	0.000	0.000
TA Systematic Small Mid Cap Value - Service Class	2014	$12.148774	$12.558326	12,120.022	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$12.148774	0.000	0.000
TA T. Rowe Price Small Cap - Service Class	2014	$12.866763	$13.466613	17,924.395	2,306.665
Subaccount inception date May 1, 2013	2013	$10.000000	$12.866763	11,818.614	981.351
TA Torray Concentrated Growth - Service Class	2014	$11.914030	$12.880606	2,080.534	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.914030	2,317.261	0.000
TA TS&W International Equity - Service Class	2014	$11.240128	$10.476993	1,195.579	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.240128	0.000	0.000
TA Vanguard ETF - Balanced - Service Class	2014	$10.477507	$10.791045	1,646,991.494	78,713.321
Subaccount inception date May 1, 2013	2013	$10.000000	$10.477507	405,855.260	2,193.374
TA Vanguard ETF - Conservative - Service Class	2014	$10.228484	$10.604339	428,411.367	16,455.516
Subaccount inception date May 1, 2013	2013	$10.000000	$10.228484	298,286.411	15,489.309
TA Vanguard ETF - Growth - Service Class(3)	2014	$10.958846	$11.224368	1,260,467.572	92,786.203
Subaccount inception date May 1, 2013	2013	$10.000000	$10.958846	386,346.006	28,550.047
TA Voya Balanced Allocation - Service Class	2014	$10.603184	$10.527919	24,919.498	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.603184	25,187.878	0.000
TA Voya Conservative Allocation - Service Class					
2014	2014	$10.187349	$10.044656	1,839.231	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$10.187349	1,861.199	0.000
TA Voya Intermediate Bond - Service Class	2014	$9.553685	$9.959690	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.553685	0.000	0.000
TA Voya Large Cap Growth - Service Class	2014	$11.721983	$13.062424	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.721983	0.000	0.000
TA Voya Limited Maturity Bond	2014	$9.890320	$9.768667	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$9.890320	0.000	0.000
TA Voya Mid Cap Opportunities - Service Class	2014	$11.702162	$12.509117	0.000	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.702162	0.000	0.000
TA Voya Moderate Growth Allocation - Service Class	2014	$11.009120	$10.919078	748.502	0.000
Subaccount inception date May 1, 2013	2013	$10.000000	$11.009120	737.489	0.000
TA WMC US Growth - Service Class(5)	2014	$11.955227	$13.053061	4,947.493	1,361.806
Subaccount inception date May 1, 2013	2013	$10.000000	$11.955227	0.000	0.000

(1) The beginning and ending AUV for this fund also reflects a 0.20% Fund Facilitation Fee which is in addition to the Separate Account Expense percentage listed above.

(2) The beginning and ending AUV for this fund also reflects a 0.30% Fund Facilitation Fee which is in addition to the Separate Account Expense percentage listed above.

(3) Effective May 1, 2015, AllianceBernstein Balanced Wealth Strategy Portfolio will be renamed AB Balanced Wealth Strategy Portfolio.

(4) Effective May 1, 2015, AllianceBernstein Growth and Income Portfolio will be renamed AB Growth and Income Portfolio.

(5) Effective on or about July 1, 2014 TA WMC Diversified Growth was renamed TA WMC US Growth.

The TA American Funds Managed Risk – Balanced, TA Legg Mason Dynamic Allocation – Balanced, TA Aegon Tactical Vanguard ETF – Balanced, TA PIMCO Total Return, Voya Global Perspectives, Voya Large Cap Value, Voya Strategic Allocation Conservative and the Voya Strategic Allocation Moderate had not commenced operation as of December 31, 2014, therefore, comparable data is not available.

APPENDIX

EXCESS INTEREST ADJUSTMENT EXAMPLES

Surrenders (full and partial), transfers, death benefits and amounts applied to an annuity option, from a guaranteed period option of the fixed account before the end of its guaranteed period (the number of years you specified the money would remain in the guaranteed period option) may be subject to an excess interest adjustment (“EIA”). If, at the time of such transactions the guaranteed interest rate set by us for the applicable period has risen since the date of the initial guarantee, the excess interest adjustment will result in a lower cash value. However, if the guaranteed interest rate set by us for the applicable period has fallen since the date of the initial guarantee, the excess interest adjustment will result in a higher cash value.

Excess interest adjustments will not reduce the adjusted policy value for a guaranteed period option below the premium payments and transfers to that guaranteed period option, less any prior partial surrenders and transfers from the guaranteed period option, plus interest at the policy’s minimum guaranteed effective annual interest rate. This is referred to as the excess interest adjustment floor.

The formula that will be used to determine the excess interest adjustment is:

$$S^{*}\ (G-C)^{*}\ (M/12)$$

S	=	Is the amount (before surrender charges, premium taxes and the application of any Guaranteed Minimum Death Benefits, if any) being surrendered, withdrawn, transferred, paid upon death, or applied to an income option that is subject to the excess interest adjustment.
G	=	Is the guaranteed interest rate for the guaranteed period applicable to “S”;
C	=	Is the current guaranteed interest rate then being offered on new premium payments for the next longer option period than “M”. If this policy form or such an option period is no longer offered, “C” will be the U.S. Treasury rate for the next longer maturity (in whole years) than “M” on the 25th day of the previous calendar month; and
M	=	Number of months remaining in the current option period for “S”, rounded up to the next higher whole number of months.
*	=	multiplication

The following examples are for illustrative purposes only and are calculated using hypothetical values. Your experience will vary based on circumstances at the time of withdrawal. In the following examples ^ denotes exponentiation. Please note the exponentiation represents the compounding of the interest rate.

Example 1 (Full Surrender, rates increase by 3%):

Assumptions:
Single premium payment = $50,000
Guarantee period = 5 Years
Guarantee rate = 5.5% per annum
Guaranteed minimum interest rate = 1.50%
Surrender in the middle of policy year 2

Summary:

Policy value at middle of policy year 2	= 50,000.00 * (1.055) ^ 1.5 = 54,181.21
Cumulative earnings	= 54,181.21 – 50,000.00 = 4,181.21
Amount free of excess interest adjustment	= 4,181.21
Amount subject to excess interest adjustment	= 54,181.21 – 4,181.21 = 50,000.00
Excess interest adjustment floor	= 50,000.00 * (1.015) ^ 1.5 = 51,129.21
Excess interest adjustment S*(G-C)*(M/12) where:	G = .055 C = .085 M = 42
	= -5,250.00, but excess interest adjustment cannot cause the adjusted policy value to fall below the excess interest adjustment floor, so the adjustment is limited to 51,129.21 - 54,181.21 = -3,052.00
Adjusted policy value = policy value + excess interest adjustment	= 54,181.21 + (-3,052.00) = 51,129.21

Upon full surrender of the policy, the net surrender value (adjusted policy value less any surrender charge) will never be less than that required by the non-forfeiture laws of your state.

Example 2 (Full Surrender, rates decrease by 1%):

Assumptions:
Single premium payment = $50,000
Guarantee period = 5 Years
Guarantee rate = 5.5% per annum
Guaranteed minimum interest rate = 1.50%
Surrender in the middle of policy year 2

Summary:

Policy value at middle of policy year 2	= 50,000.00 * (1.055) ^ 1.5 = 54,181.21
Cumulative earnings	= 54,181.21 – 50,000.00 = 4,181.21
Amount free of excess interest adjustment	= 4,181.21
Amount subject to excess interest adjustment	= 54,181.21 – 4,181.21 = 50,000.00
Excess interest adjustment floor	= 50,000.00 * (1.015) ^ 1.5 = 51,129.21
Excess interest adjustment S* (G-C)* (M/12) where:	G = .055 C = .045 M = 42 = 50,000.00 * (.055-.045) * (42/12) = 1,750.00
Adjusted policy value	= 54,181.21 + 1,750.00 = 55,931.21

Upon full surrender of the policy, the net surrender value will never by less than that required by the non-forfeiture laws of your state. For the purpose of these illustrations no surrender charges are assumed.

On a partial surrender, we will pay the policyholder the full amount of surrender requested (as long as the policy value is sufficient). Amounts surrendered will reduce the policy value by an amount equal to:

R - E + SC

R	=	the requested partial surrender;
E	=	the excess interest adjustment; and
SC	=	the surrender charges on (EPW - E): where
EPW	=	the excess partial withdrawal amount.

Example 3 (Partial Surrender, rates increase by 1%):

Assumptions:
Single premium payment = $50,000
Guarantee period = 5 Years
Guarantee rate = 5.5% per annum
Partial Surrender of $20,000 in the middle of policy year 2

Summary:

Policy value at middle of policy year 2	= 50,000.00 * (1.055) ^ 1.5 = 54,181.21
Cumulative earnings	= 54,181.21 – 50,000.00 = 4,181.21
Amount free of excess interest adjustment	= 4,181.21
Excess interest adjustment S*(G-C)*(M/12) where:	S = 20,000 – 4,181.21 = 15,818.79 G = .055 C = .065 M = 42 = 15,818.79 * (.055 - .065) * (42/12) = -553.66
Remaining policy value at middle of policy year 2	= 54,181.21 - (R - E + surrender charge) = 54,181.21 - (20,000.00 - (-553.66) + 0.00) = 33,627.55

Example 4 (Partial Surrender, rates decrease by 1%):

Assumptions:
Single premium payment = $50,000
Guarantee period = 5 Years
Guarantee rate = 5.5% per annum
Partial Surrender of $20,000 in the middle of policy year 2

Summary:

Policy value at middle of policy year 2	= 50,000.00 * (1.055) ^ 1.5 = 54,181.21
Cumulative earnings	= 54,181.21 – 50,000.00 = 4,181.21
Amount free of excess interest adjustment	= 4,181.21
Excess interest adjustment S*(G-C)*(M/12) where:	S = 20,000 – 4,181.21 = 15,818.79 G = .055 C = .045 M = 42 = 15,818.79 * (.055 - .045)* (42/12) = 553.66
Remaining policy value at middle of policy year 2	= 54,181.21 - (R - E + surrender charge) = 54,181.21 - (20,000.00 – 553.66 + 0.00) = 34,734.87

APPENDIX

DEATH BENEFIT

Adjusted Withdrawals. If you make a partial surrender (withdrawal), then your guaranteed minimum death benefit is reduced by an amount called the adjusted withdrawal. The amount of the reduction depends on the relationship between your death proceeds and policy value. The adjusted withdrawal is equal to the gross withdrawal multiplied by the death proceeds immediately prior to the withdrawal divided by the policy value immediately prior to the withdrawal. The formula is AW = GW x (DP/PV) where:

AW = adjusted withdrawal
GW= gross withdrawal
DP = death proceeds prior to the withdrawal = greatest of (PV, CV, or GMDB)
PV = policy value prior to the withdrawal
GMDB = guaranteed minimum death benefit prior to the withdrawal
CV = cash value prior to the withdrawal

The following examples describe the effect of a surrender on the guaranteed minimum death benefit and policy value.

Example 1: Death Proceeds Greater than Policy Value

Assumptions:
GMDB = $75,000
PV = $50,000
DP = $75,000
GW = $15,494
AW = $15,494 x ($75,000/$50,000) = $23,241

Summary:

Reduction in guaranteed minimum death benefit	=$23,241
Reduction in policy value	=$15,494
New guaranteed minimum death benefit amount	=$51,759
New policy value (after withdrawal)	=$34,506

The guaranteed minimum death benefit is reduced more than the policy value because the guaranteed minimum death benefit was greater than the policy value immediately prior to the withdrawal.

Example 2: Death Proceeds Equal to Policy Value

Assumptions:
GMDB = $50,000
PV = $75,000
DP = $75,000
GW = $15,494
AW = $15,494 x ($75,000/$75,000) = $15,494

Summary:

Reduction in guaranteed minimum death benefit	=$15,494
Reduction in policy value	=$15,494
New guaranteed minimum death benefit amount	=$34,506
New policy value (after withdrawal)	=$59,506

The guaranteed minimum death benefit and policy value are reduced by the same amount because the policy value was greater than the guaranteed minimum death benefit immediately prior to the withdrawal.

These examples are for illustrative purposes only. The purpose of these illustrations is to demonstrate how this feature is calculated using hypothetical values. Your experience will vary based on circumstances at the time of withdrawal.

Hypothetical Example

In this example, certain death benefit values at various points in time are depicted based on hypothetical assumed rates of performance. This example is for illustrative purposes only and assumes a single $100,000 premium payment by a sole owner and annuitant who is age 50. It further assumes no subsequent premium payments or withdrawals. The difference between the two "Policy Value" columns is the fee for the guaranteed minimum death benefit.

End of Year	Net Rate of Return for Fund*	Policy Value (No GMDB Elected)	Policy Value (Return of Premium GMDB Elected)	Return of Premium GMDB	Policy Value (Annual Step-up GMDB Elected)	Annual Step-Up GMDB
Issue	N/A	$100,000	$100,000	$100,000	$100,000	$100,000
1	-4%	$ 94,850	$ 94,700	$100,000	$ 94,500	$100,000
2	18%	$110,832	$110,515	$100,000	$110,093	$110,093
3	15%	$126,182	$125,655	$100,000	$124,955	$124,955
4	-7%	$115,899	$115,226	$100,000	$114,334	$124,955
5	2%	$116,884	$116,033	$100,000	$114,905	$124,955
6	10%	$127,228	$126,127	$100,000	$124,672	$124,955
7	14%	$143,577	$142,146	$100,000	$140,257	$140,257
8	-3%	$137,618	$136,033	$100,000	$133,945	$140,257
9	17%	$159,431	$157,391	$100,000	$154,706	$154,706
10	6%	$167,163	$164,788	$100,000	$161,668	$161,668

* The assumed rate does reflect the deduction of a hypothetical fund fee but does not reflect the deduction of any other fees, charges or taxes. The death benefit values do reflect the deduction of hypothetical base policy fees and hypothetical death benefit fees. For purposes of this example we assumed a Mortality and Expense Risk Fee and Administrative Charge of 1.15% for Policy Value, 1.30% for Return of Premium and 1.50% for Annual Step-Up. Different hypothetical returns and fees would produce different results.

APPENDIX

ADDITIONAL DEATH DISTRIBUTION RIDER

The following example illustrates the Additional Death Distribution additional death benefit payable by this rider as well as the effect of a partial surrender on the Additional Death Distribution benefit amount. The annuitant is less than age 71 on the Rider Date.

Example 1

Assumptions:
Policy value on the rider date = $100,000
Premiums paid after the rider date before surrender = $25,000
Gross partial surrenders after the rider date = $30,000
Policy value on date of surrender = $150,000

Summary:

Rider earnings on date of surrender (policy value on date of surrender – policy value on rider date – premiums paid after rider date + surrenders since rider date that exceeded rider earnings = $150,000 - $100,000 - $25,000 + 0):	$ 25,000
Amount of surrender that exceeds rider earnings ($30,000 - $25,000):	$ 5,000
Base policy death benefit (assumed) on the date of death benefit calculation:	$200,000
Policy value on the date of death benefit calculations:	$175,000
Rider earnings (= policy value on date of death benefit calculations – policy value on rider date – premiums since rider date + surrenders since rider date that exceeded rider earnings = $175,000 - $100,000 - $25,000 + $5,000):	$ 55,000
Additional death benefit amount (= additional death benefit factor * rider earnings = 40%* $55,000):	$ 22,000
Total death benefit paid (= base policy death benefit plus additional death benefit amount):	$222,000

Example 2

Assumptions:
Policy value on the rider date = $100,000
Premiums paid after the rider date before surrender = $0
Gross partial surrenders after the rider date = $0
Base policy death benefit (assumed) on the date of death benefit calculation = $100,000
Policy value on the date of death benefit calculations = $75,000

Summary:

Rider earnings (= policy value on date of death benefit calculations – policy value on rider date – premiums since rider date + surrenders since rider date that exceeded rider earnings = $75,000 - $100,000 - $0 + $0):	$ 0
Additional death benefit amount (= additional death benefit factor * rider earnings = 40%* $0):	$ 0
Total death benefit paid (= base policy death benefit plus additional death benefit amount):	$100,000

APPENDIX

ADDITIONAL DEATH DISTRIBUTION+ RIDER

Assume the Additional Death Distribution+ is added to a new policy opened with $100,000 initial premium payment. The annuitant is less than age 71 on the rider date. On the first and second rider anniversaries, the policy value is $110,000 and $95,000 respectively when the rider fees are deducted. The annuitant adds a $25,000 premium payment in the 3rd rider year when the policy value is equal to $115,000 and then takes a withdrawal of $35,000 during the 4th rider year when the policy value is equal to $145,000. After 5 years, the policy value is equal to $130,000 and the death proceeds are equal to $145,000.

Example 1

Assumptions:
Account value on rider date (equals initial policy value since new policy) = $100,000
Additional death benefit during first rider year = $0
Rider fee on first rider anniversary (= rider fee * policy value = 0.55% * $110,000) = $605
Additional death benefit during 2nd rider year (= sum of total rider fees paid) = $605

Summary:

Rider fee on second rider anniversary (= rider fee * policy value = 0.55% * $95,000)	$ 522.50
Additional death benefit during 3rd rider year (= sum of total rider fees paid = $605 + $522.50)	$ 1,127.50
Rider benefit base in 3rd rider year prior to premium addition (= account value less premiums added since rider date = $115,000 – $0)	$115,000.00
Rider benefit base in 3rd rider year after premium addition (= $140,000 - $25,000)	$115,000.00
Rider benefit base in 4th rider year prior to withdrawal (= account value less premiums added since rider date = $145,000 - $25,000)	$120,000.00
Rider benefit base in 4th rider year after withdrawal = (account value less premiums added since rider date =$110,000 - $25,000)	$ 85,000.00
Rider benefit base in 5th rider year (= $130,000 - $25,000)	$105,000.00
Additional death benefit = rider benefit percentage * rider benefit base = 30% * $105,000	$ 31,500.00
Total death proceeds in 5th rider year (= base policy death proceeds + additional death benefit amount = $145,000 + $31,500)	$176,500.00

APPENDIX

GUARANTEED LIFETIME WITHDRAWAL BENEFIT COMPARISON TABLE

Important aspects of the Guaranteed Principal Solution^{SM} Rider, the Retirement Income Max® Rider or the Retirement Income Choice® 1.6 Rider are summarized in the following chart.

Note: The Guaranteed Principal Solution^{SM} Rider, the Retirement Income Max® Rider or the Retirement Income Choice® 1.6 Rider and any additional options available under these riders, may vary for certain policies and may not be available for all policies or in all states. **You should consult with tax and financial professionals to determine which of these riders is appropriate for you.**

Guaranteed Principal Solution^{SM} Rider	Retirement Income Max® Rider	Retirement Income Choice® 1.6 Rider
Benefit: Provides: (1) Guaranteed Minimum Accumulation Benefit ("GMAB") — Ten years after you elect the rider ("guaranteed future value date"), your policy value will equal your guaranteed future value (calculated as described below). After that date, the guaranteed future value equals zero. (2) Guaranteed Minimum Withdrawal Benefit ("GMWB") — a maximum annual withdrawal amount (calculated as described below) regardless of your policy value; we account for withdrawals you take under the rider by applying two different withdrawal guarantees, *"principal back,"* for withdrawals of up to 7% of your total withdrawal base, or *"for life,"* for withdrawals up to 5% of your total withdrawal base.	**Benefit:** Provides: (1) Guaranteed Lifetime Withdrawal Benefit ("GLWB") — i.e., a series of cash withdrawals (and payments from us, if necessary) regardless of the performance of the designated investment options that you select. (2) Growth — On each of the first 10 rider anniversaries, we add a growth credit to your withdrawal base if no withdrawal occurred during the preceding rider year. The growth credit is equal to the growth percentage multiplied by the withdrawal base immediately before the rider anniversary. The growth percentage is disclosed in the applicable Rate Sheet Prospectus Supplement. (3) Automatic Step-Up — We will automatically step-up the withdrawal base on each rider anniversary. You can opt out of the automatic step-up if the automatic step-up would result in an increase in the rider fee percentage.	**Benefit:** Provides: (1) Guaranteed Lifetime Withdrawal Benefit ("GLWB") — i.e., a level of cash withdrawals (and payments from us, if necessary) regardless of the performance of the designated investment options that you select – if you invest in certain designated investment options. (2) Growth — On each of the first 10 rider anniversaries, we add a growth credit to your withdrawal base if no withdrawal occurred during the preceding rider year. The growth credit is equal to the growth percentage multiplied by the withdrawal base immediately before the rider anniversary. For riders issued on or after May 1, 2014 .... 5.5% For riders issued prior to May 1, 2014 .... 5.0% (3) Automatic Step-Up — We will automatically step-up the withdrawal base on each rider anniversary. You can opt out of the automatic step-up if the automatic step-up would result in an increase in the rider fee percentage.
Upgrades: (1) Before the annuitant's 86th birthday, you can upgrade the total withdrawal base (for GMWB) and the guaranteed future value (for GMAB) by sending us written notice. (2) If you upgrade, the current rider terminates and a new rider is issued (which may have a higher rider fee).		Upgrades: You may request by sending us written notice. If you elect to manually reset, the current rider terminates and a new rider is issued (which may have a higher rider fee percentage and lower growth rate percentage.) If you have elected the joint life option under the rider, you cannot elect a manual reset if the annuitant or the annuitant's spouse is 86 or older (unless state law requires a lower maximum age).

GUARANTEED LIFETIME WITHDRAWAL BENEFIT COMPARISON TABLE — (Continued)

Guaranteed Principal Solution℠ Rider	**Retirement Income Max® Rider**	**Retirement Income Choice® 1.6 Rider**
	Additional Options: Joint Life Option — You may elect to postpone termination of the rider until the later of the death of the annuitant or the death of the annuitant's spouse. The annuitant's spouse must be either a joint owner (along with the annuitant) or the sole primary beneficiary (without a joint owner). The use of joint life option may not be permitted in the case of certain non-natural owners.	Additional Options: (1) Death Benefit Option — You may add an amount to the death benefit payable under the base policy. (2) Joint Life Option — You may elect to postpone termination of the rider until the later of the death of the annuitant or the death of the annuitant's spouse. The annuitant's spouse must be either a joint owner (along with the annuitant) or the sole primary beneficiary (without a joint owner). The use of joint life option may not be permitted in the case of certain non-natural owners. (3) Income Enhancement℠ Option — If the rider has been in effect for at least 12 months, then you may elect to have your withdrawal percentage increase to 150% of the non-income enhanced withdrawal percentage if either the annuitant or the annuitant's spouse, if the joint life option is elected, is confined in a hospital or nursing facility because of a medical necessity, and has been so confined for an "elimination period" (i.e., 180 days within the last 365 days). You cannot elect this option if the qualifying person(s) is/are already confined in a hospital or nursing facility when the rider is elected. In addition, the increase to the withdrawal percentage stops when the qualifying person(s) is/are no longer confined.
Availability: 0 - 80 (unless state law requires a lower maximum issue age	**Availability:** Younger than age 86 (unless state law requires a lower maximum issue age)	**Availability:** Younger than age 86 (unless state law requires a lower maximum issue age)
Current Charge: 1.25% of total withdrawal base on each rider anniversary under the "principal back" withdrawal guarantee under the rider.	**Current Charge:** 1.25% annually (single life and joint life) of withdrawal base deducted on each rider quarter.	**Current Charge:** (1) *for Base Benefit only* — (single and joint life) of withdrawal base deducted on each rider quarter: For riders issued on or after May 1, 2014 .... 0.70% to 1.45% annually For riders issued prior to May 1, 2014 .... 0.70% to 1.55% annually (2) *with Death Benefit Option* — 0.40% (single life) or 0.35% (joint life) annually of withdrawal base deducted on each rider quarter, in addition to the base benefit fee; (3) *with Income Enhancement℠ Option* — 0.30% (single life) or 0.50% (joint life) annually of withdrawal base deducted on each rider quarter, in addition to the base benefit fee.
Investment Restrictions: *Portfolio Allocation Method* ("PAM") — We monitor your policy value and, as we deem necessary to support the guarantees under the rider, may transfer amounts between investment options that we designate and the variable investment options that you select.	**Investment Restrictions:** You must allocate 100% of your policy value to one or more investment options that we designate.	**Investment Restrictions:** You must allocate 100% of your policy value to one or more investment options that we designate.
Withdrawal Option: *5% For Life* - Policyholder can withdraw up to 5% of the 5% For Life total withdrawal base each year starting with the rider anniversary following the annuitant's 59th birthday until at least the later of the death of the annuitant or the time when the 5% For Life Minimum Remaining Withdrawal Amount has reached zero.	**Withdrawal Percentages (Single Life):** The withdrawal percentage is disclosed in the applicable Rate Sheet Prospectus Supplement.	**Withdrawal Percentages (Single Life):** 0-58 .... 0.0% 59-64 .... 4.0% 65-79 .... 5.0% 80+ 6.0%

Guaranteed Principal Solution℠ Rider	Retirement Income Max® Rider	Retirement Income Choice® 1.6 Rider
Withdrawal Option: *7% Principal Back* - Policyholder can withdraw up to 7% of the 7% Principal Back total withdrawal base per year until at least the time at which the 7% Principal Back minimum remaining withdrawal amount has reached zero.	**Withdrawal Percentages (Joint Life):** The withdrawal percentage is disclosed in the applicable Rate Sheet Prospectus Supplement.	**Withdrawal Percentages (Joint Life):** For riders issued on or after May 1, 2014 0-58....0.0% 59-64....3.75% 65-79....4.75% 80+....5.75% For riders issued prior to May 1, 2014 0-58....0.0% 59-64....3.5% 65-79....4.5% 80+....5.5%

APPENDIX

GUARANTEED PRINCIPAL SOLUTION℠ RIDER ADJUSTED PARTIAL WITHDRAWALS

The following examples show the effect of withdrawals on the benefits under the Guaranteed Principal Solution℠ Rider.

GUARANTEED MINIMUM ACCUMULATION BENEFIT

Gross partial withdrawals will reduce the guaranteed future value by an amount equal to the greater of:
1) the gross partial withdrawal amount; and
2) a pro rata amount, the result of (A / B) * C, where:
   - A is the amount of gross partial withdrawal;
   - B is the policy value immediately prior to the gross partial withdrawal; and
   - C is the guaranteed future value immediately prior to the gross partial withdrawal.

The following demonstrates, on a purely hypothetical basis, the effects of partial withdrawals under the guaranteed minimum accumulation benefit.

Example 1:

Assumptions:
Policy value prior to withdrawal ("PV") = $90,000
Guaranteed future value prior to withdrawal ("GFV") = $100,000
Gross withdrawal amount ("WD") = $10,000

Step One. What is the pro rata value of the amount withdrawn?
1. Formula is (WD / PV) * GFV = pro rata amount
2. ($10,000 / $90,000) * $100,000 = $11,111.11

Step Two. Which is larger, the $10,000 withdrawal or the $11,111.11 pro rata amount?
$11,111.11 pro rata amount

Step Three. After the withdrawal is taken, what will be new guaranteed future value?
$100,000 - $11,111.11 = $88,888.89

Result. If no more withdrawals are taken, the guaranteed future value on the 10th rider anniversary is $88,888.89.

Example 2:

Assumptions:
PV = $120,000
GFV= $100,000
WD= $10,000

Step One. What is the pro rata value of the amount withdrawn?
1. Formula is (WD / PV) * GFV = pro rata amount
2. ($10,000 / $120,000) * $100,000 = $8,333.33

Step Two. Which is larger, the $10,000 withdrawal or the $8,333.33 pro rata amount?
$10,000 withdrawal

Step Three. After the withdrawal is taken, what will be new guaranteed future value?
$100,000 - $10,000 = $90,000

Result. If no more withdrawals are taken, the guaranteed future value on the 10th Rider Anniversary is $90,000.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Total Withdrawal Base. Gross partial withdrawals up to the maximum annual withdrawal amount will not reduce the total withdrawal base. Gross partial withdrawals in excess of the maximum annual withdrawal amount will reduce the total withdrawal base by an amount equal to the greater of:
1) the excess gross partial withdrawal amount; and

2) a pro rata amount, the result of (A / B) * C, where:
   - A is the excess gross partial withdrawal (the amount in excess of the guaranteed annual withdrawal amount remaining prior to the withdrawal);
   - B is the policy value after the maximum annual withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount; and
   - C is the total withdrawal base prior to the withdrawal of the excess amount.

Minimum Remaining Withdrawal Amount. Gross partial withdrawals up to the maximum annual withdrawal amount will reduce the minimum remaining withdrawal amount by the same amount (dollar-for-dollar). Gross partial withdrawals in excess of the maximum annual withdrawal amount will reduce the minimum remaining withdrawal amount by an amount equal to the greater of:

1) the excess gross partial withdrawal amount; and
2) a pro rata amount, the result of (A / B) * C, where:
   - A is the excess gross partial withdrawal (the amount in excess of the guaranteed annual withdrawal amount remaining prior to the withdrawal);
   - B is the policy value after the maximum annual withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount; and
   - C is the minimum remaining withdrawal amount after the maximum annual withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount.

The following demonstrates, on a purely hypothetical basis, the effects of partial withdrawals under the guaranteed lifetime withdrawal benefit.

When a withdrawal is taken, three parts of the guaranteed lifetime withdrawal benefit can be affected:

1. Minimum remaining withdrawal amount ("MRWA")
2. Total withdrawal base ("TWB")
3. Maximum annual withdrawal amount ("MAWA")

Example 1 (7% "principal back"):

Assumptions:
TWB = $100,000
MRWA = $100,000
7% WD would be $7,000 (7% of the current $100,000 total withdrawal base)
WD = $7,000
Excess withdrawal ("EWD") = None
PV = $100,000
You = Owner and Annuitant (Age 60)

Step One. Is any portion of the withdrawal greater than the "principal back" maximum annual withdrawal amount?
No. There is no excess withdrawal under the "principal back" guarantee if no more than $7,000 is withdrawn.

Step Two. What is the minimum remaining withdrawal amount after the withdrawal has been taken?

1. Total to deduct from the minimum remaining withdrawal amount is $7,000 (there is no excess to deduct)
2. $100,000 - $7,000 = $93,000.

Result. In this example, because no portion of the withdrawal was in excess of $7,000, the "principal back" total withdrawal base does not change and the "principal back" minimum remaining withdrawal amount is $93,000.00.

Example 2 (7% "principal back"):

Assumptions:
TWB = $100,000
MRWA = $100,000
7% WD would be $7,000 (7% of the current $100,000 total withdrawal base)
WD = $8,000
EWD = $1,000 ($8,000 - $7,000)
PV = $90,000
You = Owner and Annuitant (Age 60)

Step One. Is any portion of the total withdrawal greater than the maximum annual withdrawal amount?
Yes. $8,000 - $7,000 = $1,000 (the excess withdrawal amount)

Step Two. Calculate how much of the "principal back" minimum remaining withdrawal amount is affected by the excess withdrawal.
1. Formula for pro rata amount is: (EWD / (PV - 7% WD)) * (MRWA - 7% WD)
2. ($1,000 / ($90,000 - $7,000)) * ($100,000 - $7,000) = $1,120.48

Step Three. Which is larger, the actual $1,000 excess withdrawal amount or the $1,120.48 pro rata amount?
$1,120.48 pro rata amount

Step Four. What is the "principal back" minimum remaining withdrawal amount after the withdrawal has been taken?
1. Total to deduct from the minimum remaining withdrawal amount is $7,000 + $1,120.48 (pro rata excess) = $8,120.48
2. $100,000 - $8,120.48 = $91,879.52

Result. The "principal back" minimum remaining withdrawal amount is $91,879.52.

NOTE. For the guaranteed lifetime withdrawal benefit, because there was an excess withdrawal amount, the total withdrawal base needs to be adjusted as well as a new lower maximum annual withdrawal amount. Had the withdrawal for this example not been more than $7,000, the "principal back" total withdrawal base would remain at $100,000 and the "principal back" maximum annual withdrawal amount would be $7,000. However, because an excess withdrawal has been taken, the total withdrawal base is also changed (this is the amount the 7% is based on).

<u>New "principal back" total withdrawal base:</u>

Step One. The total withdrawal base is only reduced by the excess withdrawal amount or the pro rata amount if greater.

Step Two. Calculate how much the total withdrawal base is affected by the excess withdrawal.
1. The formula is (EWD / (PV - 7% WD)) * TWB before any adjustments
2. ($1,000 / ($90,000 - $7,000)) * $100,000 = $1,204.82

Step Three. Which is larger, the actual $1,000 excess withdrawal amount or the $1,204.82 pro rata amount?
$1,204.82 pro rata amount.

Step Four. What is the new total withdrawal base upon which the maximum annual withdrawal amount is based?
$100,000 - $1,204.82 = $98,795.18

Result. The new "principal back" total withdrawal base is $98,795.18

<u>New "principal back" maximum annual withdrawal amount:</u>

Because the "principal back" total withdrawal base was adjusted (due to the excess withdrawal) we have to calculate a new maximum annual withdrawal amount for the 7% "principal back" guarantee that will be available starting on the next rider anniversary. This calculation assumes no more activity prior to the next rider anniversary.

Step One. What is the new "principal back" maximum annual withdrawal amount?
$98,795.18 (the adjusted total withdrawal base) * 7% = $6,915.66

Result. Going forward, the maximum you can take out in a rider year is $6,915.66 without causing an excess withdrawal for the "principal back" guarantee and further reduction of the "principal back" total withdrawal base.

Example 3 (5% "for life"):

Assumptions:
TWB = $100,000
MRWA = $100,000
5% WD would be $5,000 (5% of the current $100,000 total withdrawal base)
WD = $5,000
Excess withdrawal ("EWD") = None
PV = $100,000
You = Owner and Annuitant (Age 60)

Step One. Is any portion of the withdrawal greater than the "for life" maximum annual withdrawal amount?
No. There is no excess withdrawal under the "for life" guarantee if no more than $5,000 is withdrawn.

Step Two. What is the minimum remaining withdrawal amount after the withdrawal has been taken?

1. Total to deduct from the minimum remaining withdrawal amount is $5,000 (there is no excess to deduct).
2. $100,000 - $5,000 = $95,000.

Result. In this example, because no portion of the withdrawal was in excess of $5,000, the "for life" total withdrawal base does not change and the "for life" minimum remaining withdrawal amount is $95,000.00.

Example 4 (5% "for life"):

Assumptions:
TWB = $100,000
MRWA = $100,000
5% WD would be $5,000 (5% of the current $100,000 total withdrawal base)
WD = $7,000
EWD = $2,000 ($7,000 - $5,000)
PV = $90,000
You = Owner and Annuitant (Age 60)

Step One. Is any portion of the total withdrawal greater than the maximum annual withdrawal amount?
Yes. $7,000 - $5,000 = $2,000 (the excess withdrawal amount)

Step Two. Calculate how much of the "for life" minimum remaining withdrawal amount is affected by the excess withdrawal.

1. Formula for pro rata amount is: (EWD / (PV - 5% WD)) * (MRWA - 5% WD)
2. ($2,000 / ($90,000 - $5,000)) * ($100,000 - $5,000) = $2,235.29

Step Three. Which is larger, the actual $2,000 excess withdrawal amount or the $2,235.29 pro rata amount?
$2,235.29 pro rata amount

Step Four. What is the "for life" minimum remaining withdrawal amount after the withdrawal has been taken?

1. Total to deduct from the minimum remaining withdrawal amount is $5,000 + $2,235.29 (pro rata excess) = $7,235.29
2. $100,000 - $7,235.29 = $92,764.71

Result. The "for life" minimum remaining withdrawal amount is $92,764.71.

NOTE. For the guaranteed lifetime withdrawal benefit, because there was an excess withdrawal amount, the total withdrawal base needs to be adjusted as well as a new lower maximum annual withdrawal amount. Had the withdrawal for this example not been more than $5,000, the "for life" total withdrawal base would remain at $100,000 and the "for life" maximum annual withdrawal amount would be $5,000. However, because an excess withdrawal has been taken, the total withdrawal base is also changed (this is the amount the 5% is based on).

New "for life" total withdrawal base:

Step One. The total withdrawal base is only reduced by the excess withdrawal amount or the pro rata amount if greater.

Step Two. Calculate how much the total withdrawal base is affected by the excess withdrawal.

1. The formula is (EWD / (PV - 5% WD)) * TWB before any adjustments
2. ($2,000 / ($90,000 - $5,000)) * $100,000 = $2,352.94

Step Three. Which is larger, the actual $2,000 excess withdrawal amount or the $2,352.94 pro rata amount?
$2,352.94 pro rata amount.

Step Four. What is the new total withdrawal base upon which the maximum annual withdrawal amount is based?
$100,000 - $2,352.94 = $97,647.06

Result. The new "for life" total withdrawal base is $97,647.06

New "for life" maximum annual withdrawal amount:

Because the "for life" total withdrawal base was adjusted (due to the excess withdrawal) we have to calculate a new maximum annual withdrawal amount for the 5% "for life" guarantee that will be available starting on the next rider anniversary. This calculation assumes no more activity prior to the next rider anniversary.

Step One. What is the new "for life" maximum annual withdrawal amount?
$97,647.06 (the adjusted total withdrawal base) * 5% = $4,882.35

Result. Going forward, the maximum you can take out in a rider year is $4,882.35 without causing an excess withdrawal for the "for life" guarantee and further reduction of the "for life" total withdrawal base.

APPENDIX

PAM METHOD TRANSFERS

To make the Guaranteed Principal Solution℠ Rider available, we monitor your policy value and guarantees under the rider daily and periodically transfer amounts between your selected investment options and the PAM Subaccount. We determine the amount and timing of PAM Method transfers between the investment options and the PAM Subaccount according to a mathematical model.

The mathematical model is designed to calculate how much of your policy value should be allocated to the PAM Subaccount. Based on this calculation, transfers into or out of the PAM Subaccount will occur. The formula is:

Percent of Policy Value required in PAM Subaccount (or X) = $e^{-\text{Dividend}*\text{Time}}$ *(1- NormDist(d1))

where:

e = Base of the Natural Logarithm
NormDist = Cumulative Standard Normal Distribution
d1 = [ln(G)+(R – F +.5*V ^ 2)* T]/[V * T^.5]

In order to calculate the percent of policy value required in the PAM Subaccount, we must first calculate d1:
d1 = [ln(G)+(R – F +.5*V ^ 2)* T]/[V * T^.5]

where:

ln = Natural Logarithm Function
G = Guarantee Ratio
R = Rate
F = Fees
V = Volatility
T = Time

After calculating d1, the percent of policy value required in the PAM Subaccount can be calculated. Once calculated, appropriate transfers into or out of the PAM Subaccount will occur.

Following is a brief discussion of the values used in the formula.

- The POLICY VALUE includes the value in both the investment options and in the PAM Subaccount.
- The GUARANTEE RATIO is the policy value divided by 7% “Principal Back” Minimum Remaining Withdrawal Amount.
- The RATE is the interest rate used for the PAM Method. It is based on a long-term expectation based on historical interest rates and may vary over time.
- The FEES is an approximation of average policy fees and charges associated with policies that have elected the Guaranteed Principal Solution℠ Rider. This value may change over time.
- The VOLATILITY represents the volatility of the returns of policy value for all in force policies and is based on the long-term expectation of the degree to which the policy values tend to fluctuate. This value may vary over time.
- The TIME is an approximation based on actuarial calculations of historical average number of years (including any fraction) which we anticipate remain until any potential payments are made under the benefit. This value may vary over time.
- The PERCENT OF POLICY VALUE TO BE ALLOCATED TO THE PAM SUBACCOUNT is computed for each policy. Ultimately the allocation for a policy takes into account the guarantees under the rider and the limit on allocations to the PAM Subaccount.
- The CUMULATIVE STANDARD NORMAL DISTRIBUTION function assumes that random events are distributed according to the classic bell curve. For a given value it computes the percentage of such events which can be expected to be less than that value.
- The NATURAL LOGARITHM function for a given value, computes the power to which e must be raised, in order to result in that value. Here, e is the base of the natural logarithms, or approximately 2.718282.

Example:
Day 1: Policy Value Declines by 10%

For purposes of this example we will assume that the policy value declines by 10% to $90,000 the day after the rider issue date from the initial premium amount of $100,000 producing a guarantee ratio of 90% ($90,000/$100,000). We will also assume:

Guarantee Ratio = 90%
Rate = 4.5%
Volatility = 10%
Fees = 3%
Time = 20

First we calculate d1.

d1=[ln(G)+(R – F +.5*V ^ 2)* T]/[V * T^.5]
d1=[ln(.90)+(.045 – .03 +.5*.10 ^ 2)* 20]/[.10 * 20^.5]
d1=.658832

Using the value we just calculated for d1 we can now calculate the percent of policy value required in the PAM Subaccount.

Percent of Policy Value in PAM Subaccount (or X) = $e^{-\text{Dividend*Time}}$ *(1-*NormDist*(*d*1))

X= (2.718282 ^ -.03 * 20) * (1 – *NormDist*(.658832))
X = 13.9948%

Therefore, 13.9948% of the policy value is transferred to the PAM Subaccount, resulting in a total transfer of $12,595.32.

Day 2: Policy Value Recovers to 105% of Initial Value after the 10% Decline

For purposes of this example we will assume that after the policy value declined to $90,000 it recovered the next day to $105,000 producing a guarantee ratio of 105% ($105,000/$100,000). We will also assume:

Guarantee Ratio = 105%
Rate = 4.5%
Volatility = 10%
Fees = 3%
Time = 20

First we calculate d1.

d1=[ln(G)+(R – F +.5*V ^ 2)* T]/[V * T^.5]
d1=[ln(1.05)+(.045 – .03 +.5*.10 ^ 2)* 20]/[.10 * 20^.5]
d1= 1.003524

Using the value we just calculated for d1 we can now calculate the percent of policy value required in the PAM Subaccount.

Percent of Policy Value in PAM Subaccount (or X) = $e^{-\text{Dividend*Time}}$ *(1 - *NormDist*(*d*1))

X= (2.718282 ^ -.03 * 20) * (1 – *NormDist*(1.003524))
X = 8.6605%

While the mathematical model would suggest we transfer only a portion of the policy value in the PAM Subaccount into your investment options (leaving 8.6605% in the PAM Subaccount), all of the policy value in the PAM Subaccount will be transferred into your investment options. If the Guarantee Ratio equals or exceeds 100%, then your policy value is greater than or equal to the value of the guarantee and there is no current need for any policy value to be allocated to the PAM Subaccount.

APPENDIX

HYPOTHETICAL ADJUSTED PARTIAL SURRENDERS - GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS

When a withdrawal is taken, three parts of the guaranteed lifetime withdrawal benefit can be affected:

1. Withdrawal Base ("WB") (also referred to as Total Withdrawal Base ("TWB") for some riders);
2. Rider Withdrawal Amount ("RWA") (also referred to as Maximum Annual Withdrawal Amount ("MAWA") for some riders); and
3. Rider Death Benefit ("RDB") (also referred to as Minimum Remaining Withdrawal Amount ("MRWA") for some riders (if applicable)).

Withdrawal Base. Gross partial withdrawals in a rider year up to the rider withdrawal amount will not reduce the withdrawal base. Gross partial withdrawals in a rider year in excess of the rider withdrawal amount will reduce the withdrawal base by an amount equal to the greater of:

1) the excess gross partial withdrawal amount; and
2) a pro rata amount, the result of (A / B) * C, where:
   - A is the excess gross partial withdrawal (the amount in excess of the rider withdrawal amount remaining prior to the withdrawal);
   - B is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount; and
   - C is the withdrawal base prior to the withdrawal of the excess amount.

Rider Death Benefit. Gross partial withdrawals in a rider year up to the rider withdrawal amount will reduce the rider death benefit by the amount withdrawn (dollar-for-dollar). Gross partial withdrawals in a rider year in excess of the rider withdrawal amount will reduce the rider death benefit by an amount equal to the greater of:

1) the excess gross partial withdrawal amount; and
2) a pro rata amount, the result of (A / B) * C, where:
   - A is the excess gross partial withdrawal (the amount in excess of the rider withdrawal amount remaining prior to the withdrawal);
   - B is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount; and
   - C is the rider death benefit after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount.

The following demonstrates, on a purely hypothetical basis, the effects of partial withdrawals under a guaranteed lifetime withdrawal benefit. The withdrawal percentages shown may not be available on all riders. Certain features (growth and rider death benefits) may not be available on all riders. For information regarding a specific rider, please refer to that rider section in this prospectus.

Example 1 (Base):

Assumptions:
WB = $100,000
Withdrawal Percentage = 5%
RWA = 5% withdrawal would be $5,000 (5% of the current $100,000 withdrawal base)
Gross partial withdrawal ("GPWD") = $5,000
Excess withdrawal ("EWD") = None
Policy Value ("PV") = $100,000

Question: Is any portion of the withdrawal greater than the rider withdrawal amount?
No. There is no excess withdrawal under the guarantee since no more than $5,000 is withdrawn.

Result. In this example, because no portion of the withdrawal was in excess of $5,000, the withdrawal base does not change.

Example 2 (Excess Withdrawal):

Assumptions:
WB = $100,000
Withdrawal Percentage = 5%
RWA = 5% withdrawal would be $5,000 (5% of the current $100,000 withdrawal base)
GPWD = $7,000
EWD = $2,000 ($7,000 - $5,000)
PV = $90,000

NOTE. For the guaranteed lifetime withdrawal benefit, because there was an excess withdrawal amount, the withdrawal base needs to be adjusted and a new lower rider withdrawal amount calculated. Had the withdrawal for this example not been more than $5,000, the withdrawal base would remain at $100,000 and the rider withdrawal amount would be $5,000. However, because an excess withdrawal has been taken, the withdrawal base is also reduced (this is the amount the 5% is based on).

<u>New withdrawal base:</u>

Step One. The withdrawal base is reduced only by the amount of the excess withdrawal or the pro rata amount, if greater.

Step Two. Calculate how much the withdrawal base is affected by the excess withdrawal.
1. The formula is (EWD / (PV - 5% withdrawal)) * WB before any adjustments
2. ($2,000 / ($90,000 - $5,000)) * $100,000 = $2,352.94

Step Three. Which is larger, the actual $2,000 excess withdrawal or the $2,352.94 pro rata amount?
$2,352.94 pro rata amount.

Step Four. What is the new withdrawal base upon which the rider withdrawal amount is based?
$100,000 - $2,352.94 = $97,647.06

Result. The new withdrawal base is $97,647.06

<u>New rider withdrawal amount:</u>

Because the withdrawal base was adjusted (due to the excess withdrawal) we have to calculate a new rider withdrawal amount for the 5% guarantee that will be available starting on the next calendar anniversary. This calculation assumes no more activity prior to the next calendar anniversary.

Question: What is the new rider withdrawal amount?
$97,647.06 (the adjusted withdrawal base) * 5% = $4,882.35

Result. Going forward, the maximum you can take out in a year is $4,882.35 without causing an excess withdrawal for the guarantee and further reduction of the withdrawal base (assuming there are no future automatic step-ups).

Example 3 (Base demonstrating growth):

Assumptions:
WB = $100,000
Withdrawal Percentage = 5%
WB in 10 years (assuming an annual growth rate percentage of 5.0%) = $100,000 * (1 + .05) ^ 10 = $162,889
RWA = 5% withdrawal beginning 10 years from the rider date would be $8,144 (5% of the then-current $162,889 withdrawal base)

Please Note: Withdrawals under these riders can begin prior to the 10th rider anniversary, but the WB growth will not occur during the rider years when a withdrawal is taken, and the growth stops on the 10th rider anniversary.
GPWD = $8,144
EWD = None
PV = $90,000 in 10 years

Question: Is any portion of the withdrawal greater than the rider withdrawal amount?
No. There is no excess withdrawal under the guarantee if no more than $8,144 is withdrawn.

Result. In this example, because no portion of the withdrawal was in excess of $8,144, the withdrawal base does not change.

Example 4 (Base demonstrating WB growth with Additional Death Payment Option):

Assumptions:
Withdrawal Percentage = 5%
WB at rider issue = $100,000
WB in 10 years (assuming an annual growth rate percentage of 5%) = $100,000 * (1 + .05) ^ 10 = $162,889
RDB (optional additional death benefit for additional cost) = $100,000
RWA = 5% withdrawal beginning 10 years from the rider date would be $8,144 (5% of the then-current $162,889 withdrawal base)

Please Note: Withdrawals under these riders can begin prior to the 10th rider anniversary, but the WB growth will not occur during the rider years when a withdrawal is taken, and the growth stops on the 10th rider anniversary.
GPWD = $8,144
EWD = None
PV = $90,000 in 10 years

Step One. Is any portion of the withdrawal greater than the rider withdrawal amount?
No. There is no excess withdrawal under the guarantee if no more than $8,144 is withdrawn.

Step Two. What is the rider death benefit after the withdrawal has been taken?
1. Total to deduct from the rider death benefit is $8,144 (there is no excess to deduct)
2. $100,000 - $8,144 = $91,856.

Result. In this example, because no portion of the withdrawal was in excess of $8,144, the total withdrawal base does not change and the rider death benefit reduces to $91,856.

Example 5 (Base with WB growth with Additional Death Payment Option illustrating excess withdrawal):

Assumptions:
Withdrawal Percentage = 5%.
WB at rider issue = $100,000
Automatic step-up never occurs and no withdrawals are taken in the first 10 rider years.
WB in 10 years (assuming an annual growth rate percentage of 5%) = $100,000 * (1 + .05) ^ 10 = $162,889.
RDB (optional additional death benefit for additional cost) = $100,000
RWA = 5% withdrawal beginning 10 years from the rider date would be $8,144 (5% of the then-current $162,889 withdrawal base)

Please Note: Withdrawals under these riders can begin prior to the 10th rider anniversary, but the WB growth will not occur during the rider years when a withdrawal is taken and the growth stops on the 10th rider anniversary.
GPWD = $10,000
EWD = $1,856 ($10,000 - $8,144)
PV = $90,000 in 10 years

Step One. Is any portion of the total withdrawal greater than the rider withdrawal amount?
Yes. $10,000 - $8,144 = $1,856 (the excess withdrawal amount)

Step Two. Calculate how much of the rider death benefit is affected by the excess withdrawal.
1. Formula for pro rata amount is: (EWD / (PV - 5% withdrawal)) * (RDB - 5% withdrawal)
2. ($1,856 / ($90,000 - $8,144)) * ($100,000 - $8,144) = $2,082.74

Step Three. Which is larger, the actual $1,856 excess withdrawal amount or the $2,082.74 pro rata amount?
$2,082.74 pro rata amount.

Step Four. What is the rider death benefit after the withdrawal has been taken?
1. Total to deduct from the rider death benefit is $8,144 (RWA) + $2,082.74 (pro rata excess) = $10,226.74
2. $100,000 - $10,226.74 = $89,773.26.

Result. The rider benefit is $89,773.26.

Note: Because there was an excess withdrawal amount in this example, the withdrawal base needs to be adjusted and a new lower rider withdrawal amount calculated. Had the withdrawal for this example not been more than $8,144, the withdrawal base would remain at $162,889 and the rider withdrawal amount would be $8,144. However, because an excess withdrawal has been taken, the withdrawal base is also reduced (this is the amount the 5% is based on).

The Retirement Income Max® and Retirement Income Choice® 1.6 riders and any additional options they offer may vary for certain policies, may not be available for all policies, and may not be available in all states.

This disclosure explains the material features of the Retirement Income Max® and Retirement Income Choice® 1.6 riders.

APPENDIX

HYPOTHETICAL EXAMPLE OF THE WITHDRAWAL BASE CALCULATION - RETIREMENT INCOME MAX® RIDER

The following table demonstrates, on a purely hypothetical basis, the withdrawal base calculation for the Retirement Income Max® Rider using an initial premium payment of $100,000 for a Single Life Option rider at an issue age of 80. All values shown are post transaction values.

Rider Year	Hypothetical Policy Value	Subsequent Premium Payment	Withdrawal	Excess WB Adjustment	Growth Amount*	High Monthiversary℠ Value	Withdrawal Base	Rider Withdrawal Amount
	$100,000	$	$	$	$	$100,000	$100,000	$ 6,300
1	$102,000	$	$	$	$	$102,000	$100,000	$ 6,300
1	$105,060	$	$	$	$	$105,060	$100,000	$ 6,300
1	$107,161	$	$	$	$	$107,161	$100,000	$ 6,300
1	$110,376	$	$	$	$	$110,376	$100,000	$ 6,300
1	$112,584	$	$	$	$	$112,584	$100,000	$ 6,300
1	$115,961	$	$	$	$	$115,961	$100,000	$ 6,300
1	$118,280	$	$	$	$	$118,280	$100,000	$ 6,300
1	$121,829	$	$	$	$	$121,829	$100,000	$ 6,300
1	$124,265	$	$	$	$	$124,265	$100,000	$ 6,300
1	$120,537	$	$	$	$	$124,265	$100,000	$ 6,300
1	$115,716	$	$	$	$	$124,265	$100,000	$ 6,300
1	$109,930	$	$	$	$105,000	$124,265	$124,265[1]	$ 7,829
2	$112,129	$	$	$	$	$112,129	$124,265	$ 7,829
2	$115,492	$	$	$	$	$115,492	$124,265	$ 7,829
2	$117,802	$	$	$	$	$117,802	$124,265	$ 7,829
2	$121,336	$	$	$	$	$121,336	$124,265	$ 7,829
2	$124,976	$	$	$	$	$124,976	$124,265	$ 7,829
2	$177,476	$50,000	$	$	$	$177,476	$174,265	$10,979
2	$175,701	$	$	$	$	$177,476	$174,265	$10,979
2	$172,187	$	$	$	$	$177,476	$174,265	$10,979
2	$167,022	$	$	$	$	$177,476	$174,265	$10,979
2	$163,681	$	$	$	$	$177,476	$174,265	$10,979
2	$166,955	$	$	$	$	$177,476	$174,265	$10,979
2	$170,294	$	$	$	$182,979	$177,476	$182,979[2]	$11,528
3	$166,888	$	$	$	$	$166,888	$182,979	$11,528
3	$171,895	$	$	$	$	$171,895	$182,979	$11,528
3	$173,614	$	$	$	$	$173,614	$182,979	$11,528
3	$178,822	$	$	$	$	$178,822	$182,979	$11,528
3	$175,246	$	$	$	$	$178,822	$182,979	$11,528
3	$151,741	$	$20,000	$9,676	$	$	$173,303	$
3	$154,775	$	$	$	$	$	$173,303	$
3	$159,419	$	$	$	$	$	$173,303	$
3	$161,013	$	$	$	$	$	$173,303	$
3	$165,843	$	$	$	$	$	$173,303	$
3	$174,135	$	$	$	$	$	$173,303	$
3	$181,101	$	$	$	$	$	$181,101[1]	$11,409

(1) Automatic Step Up Applied

(2) Growth Applied

* Growth Percentage = 5%

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Transamerica Capital, Inc. serves as the principal underwriter for the policies. More information about Transamerica Capital, Inc. is available at www.finra.org or by calling 1-800-289-9999. You can also obtain an investor brochure from FINRA, Inc. describing its Public Disclosure Program.

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