

MEMBERS[®] EXTRASM VARIABLE ANNUITY

Issued Through
SEPARATE ACCOUNT VA C

By
TRANSAMERICA LIFE INSURANCE COMPANY

Supplement dated September 10, 2012

to the

Prospectus dated May 1, 2012

**This Prospectus Supplement must be accompanied or preceded
by the Prospectus for the
MEMBERS[®] ExtraSM Variable Annuity dated May 1, 2012.**

This supplement describes the new Retirement Income ChoiceSM 1.6 Rider which will be available on or about September 17, 2012.

The following is hereby added to the SUMMARY section "5. EXPENSES" in the prospectus.

If you elect the Retirement Income ChoiceSM 1.6 Rider, there is a rider fee during the accumulation phase of 0.70% to 1.55% (on an annual basis) of the withdrawal base, which is charged quarterly, depending on what designated investment options you choose. For each additional option you elect with the rider, you will be charged a quarterly fee during the accumulation phase that is also a percentage of the withdrawal base; this fee is in addition to the rider fee for the base benefit.

The following is hereby added to the SUMMARY section "10. ADDITIONAL FEATURES" in the prospectus.

- You may elect to purchase an optional rider which provides you with a guaranteed lifetime withdrawal benefit. This feature is called the "Retirement Income ChoiceSM 1.6 Rider." If you elect the Retirement Income ChoiceSM 1.6 Rider, you must allocate 100% of your policy value in certain designated investment choices. You may lose the benefit of this rider if you take "excess" withdrawals. There is an extra charge for this rider.

The following hereby replaces the corresponding ANNUITY POLICY FEE TABLE AND EXPENSE EXAMPLES in the prospectus.

ANNUITY POLICY FEE TABLE AND EXPENSE EXAMPLES

The following describes the fees and expenses that you will pay when buying, owning, and surrendering the policy. **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 section "5. Expenses".

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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 choices. State premium taxes may also be deducted. Excess interest adjustments may be made to amounts surrendered 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.)

Policy Owner Transaction Expenses:

Sales Load On Purchase Payments	0%
Maximum Surrender Charge (as a % of premium payments surrendered)	
Base Policy	9%
Transfer Fee	\$0 - \$10
Special Service Fee	\$0 - \$25

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.)

Annual Service Charge	\$0 - \$35 per policy
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Separate Account Annual Expenses (as a percentage, annually, of average separate account value):

Base Separate Account Expenses:

Mortality and Expense Risk Fee	1.50%
Administrative Charge	0.15%
<u>Total Base Separate Account Annual Expenses</u>	<u>1.65%</u>

Optional Separate Account Expenses: *(You may only elect one of the guaranteed minimum death benefits listed below)*

Annual Step-Up Death Benefit	0.20%
Fund Facilitation Fee	0.30%
<u>Total Separate Account Annual Expenses with Highest Optional Separate Account Expenses</u>	<u>2.15%</u>

Optional Rider Fees: *(You may only elect one of the optional riders listed below)*

Additional Death Distribution (annual charge based on policy value)	0.25%
Additional Death Distribution+ (annual charge based on policy value)	0.55%

Optional Guaranteed Lifetime Withdrawal Benefit Rider Fees: *(You may only elect one of the optional riders listed below)*

Living Benefits Rider (annual charge, a % of Total Withdrawal Base)	0.90%
Income Link SM Rider (annual charge a - % of withdrawal base):	
Base Benefit (Maximum)	1.65%
Base Benefit (<i>Current</i>)	0.90%

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Retirement Income Max SM Rider (annual charge a % of withdrawal base):	
(for riders issued on or after December 12, 2011)	
Base Benefit (Maximum)	2.00%
Base Benefit (<i>Current</i>)	1.25%
Retirement Income Max SM Rider (annual charge a % of withdrawal base):	
(for riders issued before December 12, 2011)	
Base Benefit (Maximum)	1.75%
Base Benefit (<i>Current</i>)	1.00%
Retirement Income Choice SM 1.6 Rider (annual charge, a % of withdrawal base):	
Base Benefit Designated Allocation Group A (Maximum)	2.30%
Base Benefit Designated Allocation Group A (<i>Current</i>)	1.55%
Base Benefit Designated Allocation Group B (Maximum)	1.85%
Base Benefit Designated Allocation Group B (<i>Current</i>)	1.10%
Base Benefit Designated Allocation Group C (Maximum)	1.45%
Base Benefit Designated Allocation Group C (<i>Current</i>)	0.70%
<i>Additional Benefits available with the Retirement Income ChoiceSM 1.6 Rider:</i>	
Death Benefit (Single Life Option)	0.40%
Death Benefit (Joint Life Option)	0.35%
Income Enhancement SM Benefit (Single Life Option)	0.30%
Income Enhancement SM Benefit (Joint Life Option)	0.50%
<u>Maximum Total Retirement Income ChoiceSM 1.6 Rider Fees (Joint Life)</u>	
<u>with Highest Combination of Benefits and Allocation Options</u>	<u>3.15%</u>
<u>Current Total Retirement Income ChoiceSM 1.6 Rider Fees (Joint Life)</u>	
<u>with Highest Combination of Benefits and Allocation Options</u>	<u>2.40%</u>

Optional Guaranteed Lifetime Withdrawal Benefit Rider Fees - No Longer Available

Retirement Income Choice SM 1.4 Rider (annual charge, a % of withdrawal base):	
Base Benefit Designated Allocation Group A (Maximum)	2.15%
Base Benefit Designated Allocation Group A (<i>Current</i>)	1.40%
Base Benefit Designated Allocation Group B (Maximum)	1.75%
Base Benefit Designated Allocation Group B (<i>Current</i>)	1.00%
Base Benefit Designated Allocation Group C (Maximum)	1.20%
Base Benefit Designated Allocation Group C (<i>Current</i>)	0.45%
<i>Additional Benefits available with the Retirement Income ChoiceSM 1.4 Rider:</i>	
Death Benefit (Single Life Option)	0.25%
Death Benefit (Joint Life Option)	0.20%
Income Enhancement SM Benefit (Single Life Option)	0.15%

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Income Enhancement SM Benefit (Joint Life Option)	0.30%
<u>Maximum Total Retirement Income ChoiceSM 1.4 Rider Fees (Joint Life) with Highest Combination of Benefits</u>	<u>2.65%</u>
<u>Current Total Retirement Income ChoiceSM 1.4 Rider Fees (Joint Life) with Highest Combination of Benefits</u>	<u>1.90%</u>

Retirement Income ChoiceSM 1.2 Rider (annual charge, a % of withdrawal base)*:
(for riders issued on or after December 12, 2011)

Base Benefit Open Allocation Option (Maximum)	2.00%
Base Benefit Open Allocation Option (<i>Current</i>)	1.25%
Base Benefit Designated Allocation Group A (Maximum)	2.30%
Base Benefit Designated Allocation Group A (<i>Current</i>)	1.55%
Base Benefit Designated Allocation Group B (Maximum)	1.85%
Base Benefit Designated Allocation Group B (<i>Current</i>)	1.10%
Base Benefit Designated Allocation Group C (Maximum)	1.45%
Base Benefit Designated Allocation Group C (<i>Current</i>)	0.70%
<i>Additional Benefits available with the Retirement Income ChoiceSM 1.2 Rider:</i>	
Death Benefit (Single Life Option)	0.25%
Death Benefit (Joint Life Option)	0.20%
Income Enhancement SM Benefit (Single Life Option)	0.30%
Income Enhancement SM Benefit (Joint Life Option)	0.50%
<u>Maximum Total Retirement Income ChoiceSM 1.2 Rider Fees (Joint Life) with Highest Combination of Benefits and Allocation Options</u>	<u>3.00%</u>
<u>Current Total Retirement Income ChoiceSM 1.2 Rider Fees (Joint Life) with Highest Combination of Benefits and Allocation Options</u>	<u>2.25%</u>

Retirement Income ChoiceSM 1.2 Rider (annual charge, a % of withdrawal base)*:
(for riders issued before December 12, 2011)

Base Benefit Open Allocation Option (Maximum)	1.95%
Base Benefit Open Allocation Option (<i>Current</i>)	1.20%
Base Benefit Designated Allocation Group A (Maximum)	2.15%
Base Benefit Designated Allocation Group A (<i>Current</i>)	1.40%
Base Benefit Designated Allocation Group B (Maximum)	1.75%
Base Benefit Designated Allocation Group B (<i>Current</i>)	1.00%
Base Benefit Designated Allocation Group C (Maximum)	1.20%
Base Benefit Designated Allocation Group C (<i>Current</i>)	0.45%
<i>Additional Benefits available with the Retirement Income ChoiceSM 1.2 Rider:</i>	
Death Benefit (Single Life Option)	0.25%
Death Benefit (Joint Life Option)	0.20%
Income Enhancement SM Benefit (Single Life Option)	0.15%
Income Enhancement SM Benefit (Joint Life Option)	0.30%

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<i>Maximum Total Retirement Income ChoiceSM 1.2 Rider Fees (Joint Life)</i> <i>with Highest Combination of Benefits and Allocation Options</i>	<i>2.65%</i>
<i>Current Total Retirement Income ChoiceSM 1.2 Rider Fees (Joint Life)</i> <i>with Highest Combination of Benefits and Allocation Options</i>	<i>1.90%</i>

* No longer available for sales on or about September 17, 2012.

The next section shows the lowest and highest total operating expenses charged by the underlying fund portfolios for the year ended December 31, 2011 (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	0.53%
Highest Gross	2.12%

The following Example is 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 policy 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 investment has a 5% return each year, the highest fees and expenses of any of the portfolios for the year ended December 31, 2011, 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 ChoiceSM 1.6 Rider - Joint Life with additional Death Benefit and Income EnhancementSM options. 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:

1 Year	\$1549
3 Years	\$2851
5 Years	\$4157
10 Years	\$7440

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

1 Year	\$739
3 Years	\$2221
5 Years	\$3707
10 Years	\$7440

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Please remember that the Example is an illustration and does not represent past or future expenses. Your actual expenses may be lower or higher than those reflected in the Example. Similarly, your rate of return may be more or less than the 5% assumed in the Example.

For information concerning compensation paid for the sale of the policies, see “Distributor of the Policies.”

NOTES TO FEE TABLE AND EXPENSE EXAMPLES

Policy Owner Transaction Expenses:

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

If you select the Life with Emergency CashSM annuity payment option, you will be subject to a surrender charge after the annuity commencement date. See section “5. Expenses”.

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

Special Service Fees: We may deduct a charge for special services, such as overnight delivery.

Annual Service Charge:

Annual Service Charge: The annual service charge is assessed on each policy anniversary and at surrender. The charge is waived if your policy value, or the sum of your premiums less all partial surrenders, is at least \$100,000.

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.

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 the American Funds - Asset Allocation Fund - Class 2 (0.30%), American Funds - Bond Fund - Class 2 (0.30%), American Funds - Growth Fund - Class 2 (0.30%), American Funds - Growth-Income Fund - Class 2 (0.30%), AllianceBernstein Balanced Wealth Strategy Portfolio - Class B (0.20%), GE Investments Total Return Fund - Class 3 (0.20%) and the TA BlackRock Global Allocation - Service Class (0.10%). See section “5. Expenses”.

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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, plus the Fund Facilitation fee, but does not include any annual optional rider fees. The death benefits are mutually exclusive.

Optional Rider Fees:

Optional Rider Fees: In some cases, riders to the policy are available that provide optional benefits. There are additional fees (each year) for those riders.

Additional Death Distribution Rider and Additional Death Distribution+ Rider: This annual fee is a percentage of the policy value and is only deducted during the accumulation phase.

Optional Guaranteed Lifetime Withdrawal Benefit Rider Fees:

Living Benefits Rider: The annual fee is a percentage of the “principal back” Total Withdrawal Base. The “principal back” Total Withdrawal Base on the rider date is the policy value (less any premium enhancements if the rider is added in the first policy year). After the rider date, the “principal back” Total Withdrawal Base is equal to: the “principal back” Total Withdrawal Base on the rider date; plus subsequent premium payments; less subsequent “principal back” adjusted partial withdrawals.

Retirement Income ChoiceSM 1.6 Rider - base benefit: The fee is a percentage of the Withdrawal Base. The Withdrawal Base on the rider date is the policy value. 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.

Retirement Income ChoiceSM 1.6 Rider - Additional Benefits (Single Life and Joint Life Options): You may elect the Retirement Income ChoiceSM 1.6 Rider with one or more of the following options - Death Benefit or Income Enhancement Benefit. The charge for each of these options is a percentage of the Withdrawal Base and is in addition to the base benefit fee.

Maximum Total Retirement Income ChoiceSM 1.6 Rider Fees with Highest Combination of Benefits: After the fifth rider anniversary, the base benefit rider fees can increase when there is an automatic step-up. These fee totals reflect the maximum fee increase resulting from an automatic step-up of the Withdrawal Base while the rider is in effect.

Maximum Total Retirement Income ChoiceSM 1.6 Rider Fees (Joint Life) with Highest Combination of Benefits: This reflects the Base Benefit Designated Allocation Group A (Maximum), the Death Benefit (Joint Life Option), plus the Income EnhancementSM Benefit (Joint Life Option).

Current Total Retirement Income ChoiceSM 1.6 Rider Fees (Joint Life) with Highest Combination of Benefits: This reflects the Base Benefit Designated Allocation Group A (Current), the Death Benefit (Joint Life Option), plus the Income EnhancementSM Benefit (Joint Life Option).

Maximum Total Income LinkSM Rider and Retirement Income MaxSM Rider Fees: After the first rider anniversary, the base benefit rider fees can increase when there is an automatic step-up. The Withdrawal Base on the rider date is

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the policy value. This fee total reflects the maximum fee increase resulting from an automatic step-up of the Withdrawal Base while the rider is in effect.

Optional Guaranteed Lifetime Withdrawal Benefit Rider Fees - No Longer Available

Retirement Income ChoiceSM 1.4 and Retirement Income ChoiceSM 1.2 Riders - base benefit: The fee is a percentage of the Withdrawal Base. The Withdrawal Base on the rider date is the policy value. 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.

Retirement Income ChoiceSM 1.4 and Retirement Income ChoiceSM 1.2 Riders - Additional Benefits (Single Life and Joint Life Options): If you elected the Retirement Income ChoiceSM 1.4 or Retirement Income ChoiceSM 1.2 Riders with one or more of the following options - Death Benefit or Income EnhancementSM Benefit. The charge for each of these options is a percentage of the Withdrawal Base and is in addition to the base benefit fee.

Maximum Total Retirement Income ChoiceSM 1.4 and Retirement Income ChoiceSM 1.2 Rider Fees with Highest Combination of Benefits: After the fifth rider anniversary, the base benefit rider fees can increase when there is an automatic step-up. These fee totals reflect the maximum fee increase resulting from an automatic step-up of the Withdrawal Base while the rider is in effect.

Maximum Total Retirement Income ChoiceSM 1.4 and Retirement Income ChoiceSM 1.2 Rider Fees (Joint Life) with Highest Combination of Benefits: This reflects the Base Benefit Designated Allocation Group A (Maximum), the Death Benefit (Joint Life Option), plus the Income EnhancementSM Benefit (Joint Life Option).

Current Total Retirement Income ChoiceSM 1.4 and Retirement Income ChoiceSM 1.2 Rider Fees (Joint Life) with Highest Combination of Benefits: This reflects the Base Benefit Designated Allocation Group A (Current), the Death Benefit (Joint Life Option), plus the Income EnhancementSM Benefit (Joint Life Option).

Total Portfolio Annual Operating Expenses:

Total Portfolio Annual Operating Expenses: The fee table information relating to the underlying fund portfolios was provided to the Company by the underlying fund portfolios, their investment advisers or managers, and the Company has 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:

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

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The following is hereby added to the “5. EXPENSES” section in the prospectus.

Retirement Income ChoiceSM 1.6 Rider and Additional Options Fees

If you elect the Retirement Income ChoiceSM 1.6 rider, then the rider fee, which is charged quarterly before annuitization, is 1.55%, 1.10% and 0.70% (on an annual basis) of the withdrawal base for allocating 100% of your policy value in Designated Allocation Group A, Designated Allocation Group B, or Designated Allocation Group C, respectively. If you elect a combination of designated investment options among various classes, then your fee will be based on a weighted average of your choices. If you elect options with the Retirement Income ChoiceSM 1.6 rider, then for each option you elect, you will be charged a fee that is a percentage of the withdrawal base on each rider quarter before annuitization, and is in addition to the rider fee for the base benefit. The additional fees, on an annual basis, are as follows:

Options	Single Life Option	Joint Life Option
Death Benefit	0.40%	0.35%
Income Enhancement SM Benefit	0.30%	0.50%

We will also deduct any rider fee pro rata upon full surrender of the policy or other termination of the rider. The rider fee(s) is deducted from each investment choice in proportion to the amount of policy value in each investment choice. The rider fee percentage may increase due to an automatic step-up but will not exceed the maximum rider fee percentage in the fee table.

The following is hereby added to the “10. ADDITIONAL FEATURES” section in the prospectus

Retirement Income ChoiceSM 1.6 Rider

You may elect to purchase the optional Retirement Income ChoiceSM 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 choices. The tax rules for qualified policies may limit the value of this rider. Please consult a qualified tax advisor before electing the Retirement Income ChoiceSM 1.6 rider for a qualified policy. If you elect the Retirement Income ChoiceSM 1.6 rider you cannot elect another GLWB.

Retirement Income ChoiceSM 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, 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

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the annuitant's 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.

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 choices. You should consult with your registered representative to assist you in determining whether these investment choices are suited for your financial needs and risk tolerance.
- Cumulative 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), the Retirement Income ChoiceSM 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.

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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 is not 59 years old on the rider date and remains zero until the first day of the rider year after the annuitant’s 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 the minimum required distribution amount (determined as set forth above) exceeds the rider withdrawal amount, the excess will not be treated as an excess withdrawal under the rider.

If your policy value reaches zero by other than an excess withdrawal, then you cannot make premium payments and all other policy features, benefits, and guarantees (except those provided by this rider) are terminated. In order to receive benefits guaranteed by this rider after your policy value reaches zero by other than an excess withdrawal, you must select the amount and frequency of future payments. Once selected, the amount and frequency cannot be changed.

Please note:

- If the rider is added prior to the annuitant’s 59th birthday, the rider withdrawal amount will be zero until the beginning of the rider year after the annuitant’s 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.”)

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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	Withdrawal Percentage— Single Life Option	Withdrawal Percentage— Joint Life Option
0-58	0.0%	0.0%
59-64	4.0%	3.5%
65-79	5.0%	4.5%
≥ 80	6.0%	5.5%

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 (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. 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 monthiversarySM, including the current rider anniversary (see "Automatic Step-Up" below).

Growth. On each of the first ten rider anniversaries, we will add an annual growth credit to your withdrawal base if no withdrawal occurred during the preceding rider year. The annual growth credit is equal to 5.0% of the withdrawal base immediately before the rider anniversary (i.e., withdrawal base x 0.05).

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Please note: Because a withdrawal will eliminate a potential 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 monthiversarySM during the preceding rider year, if no excess withdrawal occurred, or (2) the policy value on the rider anniversary. This comparison takes place after the application of any applicable annual growth credit. 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 the fee table.

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 and Service 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. Cumulative 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**. Withdrawal base adjustments occur immediately following excess withdrawals. See “Appendix - Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders - Retirement Income ChoiceSM 1.2 Rider and Retirement Income ChoiceSM 1.6 Rider” 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 - Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders - Retirement Income ChoiceSM 1.2 Rider and Retirement Income ChoiceSM 1.6 Rider” 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.

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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 annual growth rate percentage of 5.0%, after 5 years the withdrawal base is equal to \$127,628 ($\$100,000 \times 1.05^5$). You could receive up to \$6,381 which is the applicable 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 \$6,105.

See the “Appendix—Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders - Retirement Income ChoiceSM 1.2 Rider and Retirement Income ChoiceSM 1.6 Rider” 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 in the following designated allocation groups:

Designated Allocation Group A

TA AEGON Tactical Vanguard ETF - Growth - Service Class
TA Janus Balanced - Service Class
TA Legg Mason Dynamic Allocation - Growth - Service Class
TA Madison Moderate Growth Allocation - Service Class
TA PIMCO Tactical - Growth - Service Class
TA Vanguard ETF Index - Growth - Service Class

Designated Allocation Group B

TA AEGON Tactical Vanguard ETF - Balanced - Service Class
TA BlackRock Tactical Allocation - Service Class
TA Legg Mason Dynamic Allocation - Balanced - Service Class
TA Madison Balanced Allocation - Service Class
TA Madison Diversified Income - Service Class
TA Market Participation Strategy - Service Class
TA PIMCO Tactical - Balanced - Service Class
TA Vanguard ETF Index - Balanced - Service Class

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Designated Allocation Group C

American Funds - Bond Fund - Class 2
TA AEGON Tactical Vanguard ETF - Conservative - Service Class
TA AEGON Money Market - Service Class
TA AEGON U.S. Government Securities - Service Class
TA AllianceBernstein Dynamic Allocation - Service Class
TA Madison Conservative Allocation - Service Class
TA PIMCO Real Return TIPS - Service Class
TA PIMCO Tactical - Conservative - Service Class
TA PIMCO Total Return - Service Class
TA Vanguard ETF Index - Conservative - Service Class
Fixed Account

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 business 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 business 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 a policy 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 the Company receives 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:

- Resets, unlike automatic step-ups, occur only if you so elect during the 30 day window following each successive fifth rider anniversary.

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- 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).
- Policy 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 ChoiceSM 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 EnhancementSM.

There is an additional fee if you elect the Death Benefit and/or the Income EnhancementSM 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 EnhancementSM Benefit option(s), then the fee for each of those additional options will be different than under the Single Life option. See “Retirement Income ChoiceSM 1.6 Rider and Additional Option Fees”.

1. 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 annuitant’s spouse). 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 “Section 8. Death Benefit.”

Rider Death Benefit. The rider death benefit on the rider date is the policy value (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 - Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders - Retirement Income ChoiceSM 1.2 Rider and Retirement Income ChoiceSM 1.6 Rider” 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.

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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 continues 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. Please note that under federal tax law, upon the death of *an owner*, only a "spouse," as defined under the Federal Defense of Marriage Act is permitted to continue a policy without taking required distributions. (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 Section 8. 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 "minimum remaining withdrawal amount" on your policy statement and other documents.

2. 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 continues the policy).

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 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.
- 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).

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3. Income EnhancementSM 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 EnhancementSM 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.
- You cannot elect the Income EnhancementSM Option if you are confined in an assisted living facility or a residential care facility.

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; and
- 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;

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- 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 EnhancementSM 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 EnhancementSM 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 ChoiceSM 1.6 Fees

Retirement Income ChoiceSM 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, transfers between designated investment groups, or changes to other allocation options during the rider quarter. 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” (see the Fee Table) 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.

We will assess a prorated rider fee upon 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

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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 and Service 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 Transfers. For transfers that you make between different designated investment options in different designated allocation groups on other than the first business 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. The base rider fee adjustment will be calculated using the same formula as the base rider fee and compare the fee for the remainder of the rider quarter to the initially calculated fee for the same period. The rider fee adjustment may be positive or negative and will be added to or subtracted from the rider fee to be allocated.

Base Rider Fee Adjustment for Premium Payments and Excess Withdrawals. A rider fee adjustment will also be calculated for subsequent premium payments and excess withdrawals because these events will change the withdrawal base. The rider fee adjustment will be calculated using the same formula as the base rider fee and compare the fee for the remainder of the rider quarter to the initially calculated fee for the same period. As with the rider fee adjustments calculated for transfers, the rider fee adjustment may be positive or negative and will be added to or subtracted from the rider fee to be collected.

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 (see the Fee Table). 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 pro rata upon full surrender of the policy or other termination of the rider.

Retirement Income ChoiceSM 1.6 Rider Issue Requirements

The Company will not issue the Retirement Income ChoiceSM 1.6 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).

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Termination

The Retirement Income ChoiceSM 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 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 continued 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 ChoiceSM 1.6 rider and additional options 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 ChoiceSM 1.6 rider. The application and operation of the rider are governed by the terms and conditions of the rider itself.

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The following hereby amends the corresponding sections of the table in the “Appendix Guaranteed Lifetime Withdrawal Benefit Comparison Table” section in the prospectus.

Retirement Income ChoiceSM 1.6 Rider
<p>Benefit:</p> <ul style="list-style-type: none"> • <u>Provides:</u> <ol style="list-style-type: none"> (1) <u>Guaranteed Lifetime Withdrawal Benefit</u> (“GLWB”)—i.e., a level of cash withdrawals (and payments from us, if necessary) regardless of the performance of the designated investment choices that you select. (2) <u>Growth</u>—On each of the first 10 rider anniversaries, we add an annual growth credit (5% of the withdrawal base immediately before the rider anniversary) to the withdrawal base if no withdrawals have occurred during the preceding rider year. (3) <u>Automatic Step-Up</u>—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.
<ul style="list-style-type: none"> • <u>Upgrades:</u> <p>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).</p>
<ul style="list-style-type: none"> • <u>Additional Options:</u> <ol style="list-style-type: none"> (1) <u>Death Benefit Option</u>—You may add an amount to the death benefit payable under the base policy. (2) <u>Joint Life Option</u>—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). (3) <u>Income EnhancementSM Option</u>—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). <p>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.</p>

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Retirement Income ChoiceSM 1.6 Rider	
Availability:	
<ul style="list-style-type: none"> • Younger than age 86 (unless state law requires a lower maximum issue age) 	
Charge:	
(1) <i>for Base Benefit only</i> —0.70% to 1.55% annually (single and joint life) of withdrawal base deducted on each rider quarter;	
(2) <i>with Death Benefit Option</i> —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) <i>with Income EnhancementSM Option</i> —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:	
<ul style="list-style-type: none"> • You must allocate 100% of your policy value to one or more investment options that we designate. 	
Withdrawal Percentages (Single Life):	
0-58	0.0%
59-64	4.0%
65-79	5.0%
80+	6.0%
Withdrawal Percentages (Joint Life):	
0-58	0.0%
59-64	3.5%
65-79	4.5%
80+	5.5%

— (Continued)

The following is hereby added to the table in the “Appendix Guaranteed Lifetime Withdrawal Benefit Comparison Table” section in the prospectus.

Living Benefits Rider	Income LinkSM Rider	Retirement Income MaxSM Rider
<p>Withdrawal Option:</p> <p><i>5% For Life</i> - 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.</p>	<p>Withdrawal Percentages (Single Life):</p> <p>7 yr option - 5% for 7 years and 4% thereafter 6 yr option - 6% for 6 years and 4% thereafter 5 yr option - 7% for 5 years and 4% thereafter 4 yr option - 8% for 4 years and 4% thereafter 3 yr option - 9% for 3 years and 4% thereafter 2 year option - 10% for 2 years and 4% thereafter</p>	<p>Withdrawal Percentages (Single Life):</p> <p>For riders issued on or after December 12, 2011.</p> <p>0-58 0.0% 59-64 4.3% 65-79 5.3% 80+ 6.3%</p> <p>For riders issued before December 12, 2011.</p> <p>0-58 0.0% 59-64 4.5% 65-74 5.5% 75+ 6.5%</p>
<p>Withdrawal Option:</p> <p><i>7% Principal Back</i> - 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.</p>	<p>Withdrawal Percentages (Joint Life):</p> <p>7 yr option - 4.5% for 7 years and 3.5% thereafter 6 yr option - 5.5% for 6 years and 3.5% thereafter 5 yr option - 6.5% for 5 years and 3.5% thereafter 4 yr option - 7.5% for 4 years and 3.5% thereafter 3 yr option - 8.5% for 3 years and 3.5% thereafter 2 year option - 9.5% for 2 years and 3.5% thereafter</p>	<p>Withdrawal Percentages (Joint Life):</p> <p>For riders issued on or after December 12, 2011.</p> <p>0-58 0.0% 59-64 3.8% 65-79 4.8% 80+ 5.8%</p> <p>For riders issued before December 12, 2011.</p> <p>0-58 0.0% 59-64 4.1% 65-74 5.1% 75+ 6.1%</p>

APPENDIX

GUARANTEED LIFETIME WITHDRAWAL BENEFIT ADJUSTED PARTIAL SURRENDERS -RETIREMENT INCOME CHOICESM 1.2 RIDER AND RETIREMENT INCOME CHOICESM 1.6 RIDER

When a withdrawal is taken, three parts of the guaranteed lifetime withdrawal benefit can be affected:

1. Withdrawal Base (“WB”)
2. Rider Withdrawal Amount (“RWA”)
3. Rider Death Benefit (“RDB”)

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 guaranteed annual 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 guaranteed annual 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 this guaranteed lifetime withdrawal benefit.

Example 1 (Base):

Assumptions:

Withdrawal Base (“WB”) = \$100,000

Rider Withdrawal Amount (“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

You = owner and annuitant, age 71 at time withdrawals begin, which means Withdrawal Percentage is 5%.

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

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

You = owner and annuitant, age 71 at time withdrawals begin, which means Withdrawal Percentage is 5%.

Result. 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 starting on the next rider anniversary. However, because an excess withdrawal has been taken, the withdrawal base is also reduced (this is the amount the 5% is based on).

New withdrawal base:

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 $(EWD / (PV - 5\% \text{ withdrawal})) * WB$ before any adjustments

2. $(\$2,000 / (\$90,000 - \$5,000)) * \$100,000 = \$2,353$

Step Three. Which is larger, the actual \$2,000 excess withdrawal or the \$2,353 pro rata amount? \$2,353 pro rata amount.

Step Four. What is the new withdrawal base upon which the rider withdrawal amount is based? $\$100,000 - \$2,353 = \$97,647$

Result. The new withdrawal base is \$97,647

New rider withdrawal amount:

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 rider anniversary. This calculation assumes no more activity prior to the next rider anniversary.

Question: What is the new rider withdrawal amount?

$$\$97,647 \text{ (the adjusted withdrawal base)} * 5\% = \$4,882$$

Result. Going forward, the maximum you can take out in a year without causing an excess withdrawal and further reduction of the withdrawal base (assuming there are no future automatic step-ups) is \$4,882.

Example 3 (Base demonstrating growth):

Assumptions:

WB = \$100,000

Automatic step-up never occurs and no withdrawals are taken in the first 10 rider years.

WB in 8 years (assuming an annual growth rate percentage of 5.0%) = $\$100,000 * (1 + .05)^8 = \$147,745$

RWA = 5% withdrawal beginning 8 years from the rider date would be \$7,387 (5% of the then-current \$147,745 withdrawal base)

GPWD = \$7,387

EWD = None

PV = \$90,000 in 8 years

You = owner and annuitant, age 68 on rider issue; age 76 at time withdrawals begin, which means Withdrawal Percentage is 5%

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 \$7,387 is withdrawn in a rider year.

Result. In this example, because no portion of the withdrawal was in excess of \$7,387, the withdrawal base does not change.

Example 4 (Base demonstrating WB growth with Additional Death Payment Option):

Assumptions:

You = owner and annuitant, age 68 on rider issue; age 76 at time withdrawals begin, which means Withdrawal Percentage is 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 8 years (assuming an annual growth rate percentage of 5.0%) = $\$100,000 * (1 + .05)^8 = \$147,745$

Rider Death Benefit ("RDB") (optional additional death benefit for additional cost) = \$100,000

RWA = 5% withdrawal beginning 8 years from the rider date would be \$7,387 (5% of the then-current \$147,745 withdrawal base)

GPWD = \$7,387

EWD = None

PV = \$90,000 in 8 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 \$7,387 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 \$7,387 (there is no excess to deduct)
2. $\$100,000 - \$7,387 = \$92,613$.

Result. In this example, because no portion of the withdrawal was in excess of \$7,387, the total withdrawal base does not change and the rider death benefit reduces to \$92,613.

Example 5 (Base with WB growth with Additional Death Payment Option illustrating excess withdrawal):

Assumptions:

You = owner and annuitant, age 61 on rider issue; age 74 at time withdrawals begin, which means withdrawal percentage is 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 5.0%) = the greater of $\$100,000 * (1 + .05)^{10} = \$162,889$.

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)

GPWD = \$15,000

EWD = \$6,856 ($\$15,000 - \$8,144$)

PV = \$90,000 in 10 years

Step One. Is any portion of the total withdrawal greater than the rider withdrawal amount?

Yes. $\$15,000 - \$8,144 = \$6,856$ (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: $(EWD / (PV - 5\% \text{ withdrawal})) * (RDB - 5\% \text{ withdrawal})$
2. $(\$6,856 / (\$90,000 - \$8,144)) * (\$100,000 - \$8,144) = \$7,694$

Step Three. Which is larger, the actual \$6,856 excess withdrawal amount or the \$7,694 pro rata amount?
\$7,694 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) + \$7,694 (pro rata excess) = \$15,838
2. $\$100,000 - \$15,838 = \$84,162$.

Result. The rider benefit is \$84,162.

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.

New benefit base:

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 $(EWD / (PV - 5\% \text{ withdrawal})) * \text{WB before any adjustments}$
2. $(\$6,856 / (\$90,000 - \$8,144)) * \$162,889 = \$13,643$

Step Three. Which is larger, the actual \$6,856 excess withdrawal amount or the \$13,643 pro rata amount?
\$13,643 pro rata amount.

Step Four. What is the new withdrawal base upon which the rider withdrawal amount is based?

$$\$162,889 - \$13,643 = \$149,246$$

Result. The new benefit base is \$149,246

New rider withdrawal amount:

Because the withdrawal base was adjusted (due to the excess withdrawal) we have to calculate a new rider withdrawal amount for the 5% benefit percentage 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 rider withdrawal amount?

$$\$149,246 \text{ (the adjusted withdrawal base)} * 5\% = \$7,462$$

Result. Going forward, the maximum you can take out in a year without causing an excess withdrawal and further reduction of the benefit base is \$7,462.