Pinnacle

Flexible Premium Variable Annuity

PROSPECTUS
May 1, 2019

Integrity Life Insurance Company
A member of Western & Southern Financial Group

Issuer: Integrity Life Insurance Company

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Western & Southern Financial Group

Rev. 10/01/2019

FACTS	WHAT DOES WESTERN & SOUTHERN FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and address • Account balances and transaction history • Assets, income, and credit history
How?	All financial companies need to share customers' personal information to run their everyday business and provide applicable products and services. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Western & Southern Financial Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Western & Southern Financial Group share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share.

To limit our sharing of the applicable items above	• Call (866) 590-1349 and follow the instructions provided **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice to you. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing of the applicable items above.
Questions?	Call (800) 926-1993.

Who we are	
Who is providing this notice?	Companies owned by Western & Southern Financial Group, Inc. A list of companies is located at the end of this notice.

What we do	
How does Western & Southern Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Except as authorized by you in writing, we limit access to your information to those who need it to do their jobs or service your account.
How does Western & Southern Financial Group collect my personal information?	We collect your personal information, for example, when you • Give us your contact information • Open an account • Provide account information • Purchase products or services from us • Seek advice about your investments We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes—information about your credit worthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may provide you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with the Western & Southern name*. Visit our website at https://www.westernsouthern.com/about/family-of-companies for a list of affiliated companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *We do not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include other financial service companies, such as banks.

Other important information
You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.
For California residents: In accordance with California law, we will not share information we collect about you except as permitted by California law. This may include: for our everyday business purposes, for marketing our products and services to you, and as permitted by law or otherwise authorized by you, including, for example, to service your account. We limit sharing among our affiliates to the extent required by California law. Types of information we collect, in addition to what is described in this notice, may include, but is not limited to: financial information, demographic information, medical information, and employment information. We do not sell your information, nor do we share information with nonaffiliate companies. Per the California Consumer Privacy Act, you have the right to: access your personal information that is collected, request that we delete your personal information pursuant to this Act, request information about how your information is shared and what it is used for, know with what third parties your information is shared, and opt-out of the sharing of your personal information. To exercise any of these rights, you may visit our website or call customer service to submit a request. For additional information regarding our privacy policies, visit our website or call (800) 926-1993.
For Vermont residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. For additional information concerning our privacy policies, visit our website or call (800) 926-1993.

For Nevada residents: This notice is provided to you pursuant to state law. We may contact you by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department by telephoning (866) 590-1349. Nevada state law requires us to provide you with the following contact information: You may contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing aginfo@ag.nv.gov, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection, 100 North Carson Street, Carson City, NV 89701-4717.

For insurance customers in AZ,CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term “Information” means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with others, including insurance-support organizations, insurance regulatory authorities, law enforcement, and consumer reporting agencies, without your prior authorization as permitted or required by law. Information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

Who is providing this notice?

The Western & Southern Financial Group , Inc. member companies are Columbus Life Insurance Company, The Western and Southern Life Insurance Company, Western-Southern Life Assurance Company, The Lafayette Life Insurance Company, Insurance Profillment Solutions, LLC, Integrity Life Insurance Company, National Integrity Life Insurance Company, W&S Financial Group Distributors, Inc., IFS Financial Services, Inc., Touchstone Securities, Inc., Touchstone Advisors, Inc., Western & Southern Agency, Inc., W&S Brokerage Services, Inc., Eagle Realty Capital Partners, LLC, and Eagle Realty Group, LLC.

Supplement dated July 11, 2019
to the Flexible Premium Variable Annuity
Prospectuses listed below, each dated May 1, 2019
Issued by Integrity Life Insurance Company
through its Separate Account I

Annui*Choice*® II (includes Annui*Choice*)
Pinnacle (on or before April 30, 1998); Pinnacle III (May 1, 1998 to July 15, 2001; only version sold in Oregon); Pinnacle IV (July 16, 2001 to April 30, 2007) and Pinnacle V (May 1, 2007 to December 31, 2011)
Pinnacle V (post 1-1-12)

This supplement to the prospectuses identified above (the "Prospectuses") describes new Portfolios as well as changes to certain existing Portfolios available through the Variable Account Options of the variable annuity contracts issued by Integrity Life Insurance Company. Please retain this supplement for future reference.

I. Addition of Portfolios

Effective immediately, you may invest your contributions in any of the following Portfolios (each, a "New Portfolio" and, collectively, the "New Portfolios"), which are now available through your contract as additional Variable Account Options (unless you elect certain Riders):

- Fidelity VIP Bond Index Portfolio;
- Fidelity VIP Extended Market Index Portfolio;
- Fidelity VIP International Index Portfolio;
- Fidelity VIP Total Market Index Portfolio;
- Touchstone VST Bond Fund; and
- Touchstone VST Common Stock Fund.

As a result of the foregoing, effective immediately, the following changes have been made to the Prospectuses:

- The information in **Appendix G** is updated to include the following expense information for the New Portfolios:

Total Annual Portfolio Operating Expense Table

Portfolio	Management Fees	12b-1 Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Contractual Fee Waivers/ Reimbursements	Total Annual Expenses after Fee Waivers/ Reimbursements
Fidelity VIP Bond Index, Service Class 2	0.09%	0.25%	0.05%	N/A	0.39%	N/A	0.39%

Portfolio	Management Fees	12b-1 Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Contractual Fee Waivers/ Reimbursements	Total Annual Expenses after Fee Waivers/ Reimbursements
Fidelity VIP Extended Market Index, Service Class 2	0.07%	0.25%	0.06%	N/A	0.38%	N/A	0.38%
Fidelity VIP International Index, Service Class 2	0.11%	0.25%	0.07%	N/A	0.43%	N/A	0.43%
Fidelity VIP Total Market Index, Service Class 2	0.06%	0.25%	0.06%	N/A	0.37%	N/A	0.37%
Touchstone VST Bond, Service Class SC	0.40%	N/A	0.36%	0.02%	0.78%	N/A	0.78%
Touchstone VST Common Stock, Service Class SC	0.50%	N/A	0.40%	N/A	0.90%	N/A	0.90%

- The information in **Part 3 – Your Investments Options**, in the section titled "**The Variable Account Options**," is updated to include the following descriptions for the New Portfolios under the sub-sections titled "Fidelity Variable Insurance Products" and "Touchstone Variable Series Trust," respectively:

Fidelity VIP Bond Index Portfolio
The Portfolio seeks to provide investment results that correspond to the aggregate price and interest performance of the debt securities in the Bloomberg Barclays U.S. Aggregate Bond Index. The Portfolio normally invests at least 80% of its assets in bonds included in its underlying index, which is a broad based, market-value-weighted benchmark that measures the performance of the investment grade, U.S. dollar-denominated, fixed-rate taxable bond market. The Portfolio uses statistical sampling techniques based on duration, maturity, interest rate sensitivity, security structure, and credit quality to attempt to replicate the returns of the index using a smaller number of securities. The Portfolio may engage in transactions that have a leveraging effect on the Portfolio, including investments in derivatives and forward-settling securities, to adjust the Portfolio's risk exposure.

Fidelity VIP Extended Market Index Portfolio
The Portfolio seeks to provide investment results that correspond to the total return of stocks of mid- to small-capitalization U.S. companies. The Portfolio normally invests at least 80% of its assets in common stocks included in the Fidelity U.S. Extended Investable Market Index, which is a float-adjusted market capitalization-weighted index designed to reflect the performance of U.S. mid- and small-cap stocks. The Portfolio uses statistical sampling techniques based on such factors as capitalization, industry exposures, dividend yield, price/earnings (P/E) ratio, price /book (P/B ratio),

and earnings growth to attempt to replicate the returns of the index using a smaller number of securities.

<u>Fidelity VIP International Index Portfolio</u>
The Portfolio seeks to provide investment results that correspond to the total return of foreign developed and emerging stock markets. The Portfolio normally invests at least 80% of its assets in securities, and depository receipts representing securities, included in the Fidelity Global ex U.S. Index^{SM}, which is a float-adjusted market capitalization-weighted index designed to reflect the performance of non-U.S. large- and mid-cap stocks. The Portfolio uses statistical sampling techniques based on such factors as capitalization, industry exposures, dividend yield, price/earnings (P/E) ratio, price/book (P/B) ratio, earnings growth, country weightings, and the effect of foreign taxes to attempt to replicate the returns of the index.

<u>Fidelity VIP Total Market Index Portfolio</u>
The Portfolio seeks to provide investment results that correspond to the total return of a broad range of U.S. stocks. The Portfolio normally invests at least 80% of its assets in common stocks included in the Fidelity U.S. Total Investable Market Index^{SM}, which is a float-adjusted market capitalization-weighted index designed to reflect the performance of the U.S. equity market, including large-, mid- and small-capitalization stocks. The Portfolio uses statistical sampling techniques based on such factors as capitalization, industry exposures, dividend yield, price/earnings (P/E) ratio, price/book (P/B) ratio, and earnings growth to attempt to replicate the returns of the Fidelity U.S. Total Investable Market Index^{SM} using a smaller number of securities.

<u>Touchstone VST Bond Fund</u>
The fund seeks to provide as high a level of current income as is consistent with the preservation of capital. Capital appreciation is a secondary goal. The fund normally invests at least 80% of its assets in bonds, including mortgage-related securities, asset-backed securities, government securities, and corporate debt securities. The fund primarily invests in investment-grade debt securities, but may invest up to 30% of its assets in non-investment-grade debt securities, often referred to as junk bonds and considered speculative. The fund may invest up to 20% of its total assets in foreign-issued debt denominated in either the U.S. dollar or a foreign currency. Foreign-issued debt may include debt securities of emerging market countries. Fort Washington Investment Advisors, Inc., which is affiliated with Integrity Life Insurance Company, is the sub-advisor for the fund and is located at 303 Broadway, Suite 1200, Cincinnati, OH 45202.

<u>Touchstone VST Common Stock Fund</u>
The fund seeks to provide investors with capital appreciation. The fund invests, under normal market conditions, at least 80% of its assets in large capitalization equity securities, including common stock and preferred stock. The fund invests primarily in issuers having a market capitalization, at the time of purchase, above $5 billion. The fund seeks to invest in companies that are trading below the sub-advisor's estimate of the companies' intrinsic value and have a sustainable competitive advantage or a high

barrier to entry in place. The fund may invest up to 35% of its assets in securities of foreign issuers through the use of ordinary shares or depositary receipts such as ADRs. The fund may also invest in securities of emerging market countries. Fort Washington Investment Advisors, Inc., which is affiliated with Integrity Life Insurance Company, is the sub-advisor for the fund and is located at 303 Broadway, Suite 1200, Cincinnati, OH 45202.

- The information in **Part 6 – Optional Benefits**, in the sections titled "**Guaranteed Lifetime Income Advantage Rider (GLIA)**" and, if applicable, "**Guaranteed Lifetime Income Advantage Plus (GLIA Plus) Rider**" are updated to add the New Portfolios as Investment Options available under your contract if you elect to purchase the GLIA Rider or GLIA Plus Rider, respectively, and allocate 100% of your Account Value to "***Investment Strategy 3 (Self Style)***". The minimum and maximum allocation tables set forth under each rider's ***Investment Strategy 3 (Self Style)*** sub-section are updated to include the New Portfolios under each of the following Investment Option categories:

Fixed Income	Core Equity	Non Core Equity
Fidelity VIP Bond Index	Touchstone VST Common Stock	Fidelity VIP Extended Market Index
Touchstone VST Bond	Fidelity VIP Total Market Index	**International**
		Fidelity VIP International Index

- With respect to each Prospectus that includes a contract that offers a Guaranteed Minimum Withdrawal Benefit (GMWB) Rider, the corresponding GMWB Rider information included in either **Part 6 – Optional Benefits** or **Part 10 – Prior Contracts** is updated to add the Touchstone VST Bond Fund and Touchstone VST Common Stock Fund (together, the "New Touchstone Portfolios") as GMWB Investment Option Portfolios available under your contract if you elected to purchase the GMWB Rider and you allocate 100% of your Account Value to **"GMWB Investment Option 3"**. The minimum and maximum allocation table set forth under this sub-section is updated to include the New Touchstone Portfolios under each of the following Investment Option categories:

Fixed Income Portfolios Category	Core Equity Portfolios Category
Touchstone VST Bond	Touchstone VST Common Stock

II. Reorganization and Removal of Certain Touchstone VST Funds

Touchstone Variable Series Trust has announced that, effective July 12, 2019, the following fund reorganizations will occur:

- Touchstone VST Active Bond Fund will be reorganized into Touchstone VST Bond Fund;
- Touchstone VST Focused Fund will be reorganized into Touchstone VST Common Stock Fund; and
- Touchstone VST Large Cap Core Equity Fund will be reorganized into Touchstone VST Common Stock Fund.

We support these shareholder-approved reorganizations by replacing the Existing Variable Account Options of Touchstone VST Active Bond Fund, Touchstone VST Focused Fund, and Touchstone VST Large Cap Core Equity Fund (collectively, the "Acquired Portfolios") with the Replacement Variable Account Options of the New Touchstone Portfolios, as noted below.

Existing Variable Account Options	**Replacement Variable Account Options**
Touchstone VST Active Bond Fund →	Touchstone VST Bond Fund
Touchstone VST Focused Fund →	Touchstone VST Common Stock Fund
Touchstone VST Large Cap Core Equity Fund →	Touchstone VST Common Stock Fund

As a result of the foregoing, the Acquired Portfolios will no longer be available for purchase through your contract as Variable Account Options. Accordingly, effective July 12, 2019, any reference in the Prospectuses to the Acquired Portfolios is deleted in its entirety.

Any Account Value you have in the Existing Variable Account Options at the end of the Business Day on July 12, 2019 will be automatically transferred to the corresponding Replacement Variable Account Option. You will not incur a transfer charge and the transfer will not count toward the 12 free transfers allowed each Contract Year.

In the event you are currently invested in both the Touchstone VST Focused Fund and the Touchstone VST Large Cap Core Equity Fund and the reorganization causes your Core Equity allocation under a GLIA, GLIA Plus or GMWB Rider to exceed the permitted allocation, you will be contacted to elect new allocation percentages. You may also change your allocation by providing us with your written instructions at the address listed below.

Any future contributions and purchases made through an automated program (such as asset rebalancing, systematic contribution, systematic transfer or dollar cost averaging) that are currently directed to the Existing Variable Account Options will be redirected to the Replacement Variable Account Options. You can provide different directions for your future contributions or automated program allocations by contacting us or your financial representative.

III. Columbia VP – Mid Cap Value Fund

Effective May 1, 2019, Columbia Variable Portfolio – Mid Cap Value Fund changed its name to Columbia Variable Portfolio – Select Mid Cap Value Fund. As a result of the foregoing, effective May 1, 2019, each reference in the Prospectuses to the Fund's former name is deleted in its entirety and replaced with the new name.

*   *   *

For more information about the Funds, including the risks of investing, refer to each Fund's prospectus. For a prospectus, contact our offices in writing at Integrity Life Insurance Company, P.O. Box 5720, Cincinnati, Ohio 45201-5720 or call us at 1-800-325-8583.

Pinnacle V (post 1-1-12)

May 1, 2019

Integrity Life Insurance Company
Separate Account I of Integrity Life Insurance Company

This prospectus describes the Pinnacle V (post 1-1-12) flexible premium variable annuity contract and the Investment Options available under the contract. This prospectus contains information about Separate Account I of Integrity Life Insurance Company (Separate Account I) and the contract that you should know before investing. You should read this prospectus and any supplements, and retain them for future reference.

The Securities and Exchange Commission (SEC) has not approved or disapproved these securities or determined that this prospectus is adequate. Any representation to the contrary is a criminal offense.

A registration statement relating to this contract, which includes a Statement of Additional Information (SAI) dated May 1, 2019, material incorporated by reference, and other information about Separate Account I and Integrity Life Insurance Company, has been filed with the SEC (file numbers 811-04844 and 333-177616). The SAI is incorporated by reference into this prospectus. A free copy of the SAI is available by sending in the form on the last page of this prospectus, or by writing or calling our Administrative Office listed in the Glossary. The SEC maintains a website at www.sec.gov that contains the SAI and other information that is filed electronically with the SEC. The table of contents for the SAI is at the end of Part 9 of this prospectus.

Beginning on January 1, 2021, as permitted by regulations adopted by the SEC, paper copies of the annual and semi-annual shareholder reports for the Portfolios available under your variable annuity contract will no longer be sent by mail unless you specifically request paper copies of the reports from Integrity Life Insurance Company or your financial intermediary. Instead, the reports will be made available on our website at www.westernsouthern.com, and you will be notified by mail each time a report is posted and provided with a website link to access the report.

You may elect to receive all future reports in paper and free of charge. You can contact us at 1-800-325-8583 or contact your financial intermediary if you wish to continue receiving paper copies of your shareholder reports. Your election to receive reports in paper will apply to all Portfolios available under your variable annuity contract.

This prospectus does not constitute an offering in any jurisdiction where such offering may not lawfully be made. No person is authorized to make any representations in connection with this offering other than those contained in this prospectus.

This annuity is not a deposit of a bank or other financial institution. It is not insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund or other federal entity. It is subject to investment risks, including possible loss of the principal amount invested.

You may invest your contributions in any of the Investment Options listed below. If you elect certain Riders, not all Investment Options are available. See Part 6 – Optional Benefits.

American Funds Insurance Series

American Funds I.S. Bond Fund, Class 4
American Funds I.S. Capital Income Builder Fund, Class 4
American Funds I.S. Global Growth Fund, Class 4
American Funds I.S. Growth Fund, Class 4
American Funds I.S. Growth-Income Fund, Class 4
American Funds I.S. Managed Risk Asset Allocation Fund, Class
American Funds I.S. New World Fund, Class 4

BlackRock Variable Series Funds

BlackRock Capital Appreciation V.I. Fund, Class III
BlackRock Global Allocation V.I. Fund, Class III
BlackRock High Yield V.I. Fund, Class III
BlackRock Total Return V.I. Fund, Class III

Columbia Funds Variable Portfolios

Columbia VP – Mid Cap Value Fund, Class 1
Columbia VP – Small Cap Value Fund, Class 2

DWS Investments VIT Funds, Class B

DWS Small Cap Index VIP Fund

Fidelity® Variable Insurance Products

Fidelity VIP Asset Manager Portfolio, Service Class 2
Fidelity VIP Balanced Portfolio, Service Class 2
Fidelity VIP Contrafund® Portfolio, Service Class 2
Fidelity VIP Disciplined Small Cap Portfolio, Service Class 2
Fidelity VIP Equity-Income Portfolio, Service Class 2
Fidelity VIP Freedom 2010 Portfolio, Service Class 2 [1]
Fidelity VIP Freedom 2015 Portfolio, Service Class 2
Fidelity VIP Freedom 2020 Portfolio, Service Class 2
Fidelity VIP Freedom 2025 Portfolio, Service Class 2
Fidelity VIP Freedom 2030 Portfolio, Service Class 2 [2]
Fidelity VIP Government Money Market, Initial Class
Fidelity VIP Growth Portfolio, Service Class 2
Fidelity VIP High Income Portfolio, Service Class 2
Fidelity VIP Index 500 Portfolio, Service Class 2
Fidelity VIP Investment Grade Bond Portfolio, Service Class 2
Fidelity VIP Mid Cap Portfolio, Service Class 2
Fidelity VIP Overseas Portfolio, Service Class 2
Fidelity VIP Target Volatility Portfolio, Service Class 2

Fixed Accounts

Guaranteed Rate Options [2]
Systematic Transfer Options [3]

Franklin® Templeton® VIP Trust, Class 2

Franklin Growth and Income VIP Fund
Franklin Income VIP Fund
Franklin Large Cap Growth VIP Fund
Franklin Mutual Shares VIP Fund
Franklin Small Cap Value VIP Fund
Templeton Foreign VIP Fund
Templeton Global Bond VIP Fund
Templeton Growth VIP Fund

Invesco (AIM) Variable Insurance Funds, Series II

Invesco V.I. American Franchise Fund
Invesco V.I. American Value Fund
Invesco V.I. Comstock Fund
Invesco V.I. International Growth Fund
Invesco V.I. Mid Cap Growth Fund

Morgan Stanley Variable Insurance Fund, Inc., Class II

Morgan Stanley VIF Emerging Markets Debt Portfolio
Morgan Stanley VIF Emerging Markets Equity Portfolio
Morgan Stanley VIF U.S. Real Estate Portfolio

Northern Lights Variable Trust, Class 3

TOPS® Managed Risk Moderate Growth ETF Portfolio

PIMCO Variable Insurance Trust, Advisor Class

PIMCO VIT All Asset Portfolio
PIMCO VIT CommodityRealReturn® Strategy Portfolio
PIMCO VIT International Bond Portfolio (US Dollar Hedged)
PIMCO VIT Long-Term U.S. Government Portfolio
PIMCO VIT Low Duration Portfolio
PIMCO VIT Real Return Portfolio
PIMCO VIT Total Return Portfolio

Rydex Variable Trust (Guggenheim Variable Insurance Funds)

Guggenheim VT Global Managed Futures Strategy Fund [4]
Guggenheim VT Long Short Equity Fund [4]
Guggenheim VT Multi-Hedge Strategies Fund [5]

Touchstone® Variable Series Trust

Touchstone VST Active Bond Fund
Touchstone VST Aggressive ETF Fund
Touchstone VST Conservative ETF Fund
Touchstone VST Focused Fund
Touchstone VST Large Cap Core Equity Fund
Touchstone VST Moderate ETF Fund

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[1] Fund available in contracts purchased before May 1, 2013.
[2] Not available with optional GLIA or GLIA Plus Rider.
[3] Not available with optional GLIA Rider.
[4] Fund available in contracts purchased before April 24, 2015.
[5] Fund available in contracts purchased before May 1, 2012. Not available with optional GLIA Plus Rider.

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GLOSSARY

Account Value - the value of your contract, which consists of the values of your Investment Options added together.

Adjusted Account Value - your Account Value increased or decreased by any Market Value Adjustment made to your Guaranteed Rate Options.

Administrative Office - the address you are required to use to make requests and give instructions about your annuity contract.

Regular Mail:	***Overnight Mail:***
Integrity Life Insurance Company PO Box 5720 Cincinnati, Ohio 45201-5720	Integrity Life Insurance Company 400 Broadway, MS 74 Cincinnati, Ohio 45202-3341

Phone:

1-800-325-8583

Annuitant - the person whose life is used to determine the Maximum Retirement Date and the amount of the Annuity Benefit and whose death triggers the payment of the Death Benefit. The Annuitant must be a human being, and cannot be changed after the Contract Date.

Annuity Benefit - periodic payments beginning on your Retirement Date.

Benefit Base - value used to determine payments under GLIA Plus. It is the larger of your Roll-Up Base or your Step-Up Base.

> **Roll-Up Base** - On the Contract Date, your Roll-Up Base is equal to your Account Value. Your Roll-Up Base will be adjusted if you make an additional contribution, take a Nonguaranteed Withdrawal, or receive a Roll-Up.
>
> **Step-Up Base** - On the Contract Date, your Step-Up Base is equal to your Account Value. Your Step-Up Base will be adjusted if you make an additional contribution, take a Nonguaranteed Withdrawal, or receive a Step-Up.

Business Day - any day that the New York Stock Exchange is open.

Contract Anniversary - occurs once annually on the same day as the Contract Date.

Contract Date - the date we issue you the annuity contract. It is shown on the schedule page of your contract.

Contract Year - a year that starts on your Contract Date or any Contract Anniversary.

Death Benefit - benefit paid to the Annuitant's beneficiary after the death of the Annuitant.

Death Benefit Date - the Business Day we receive an original certified death certificate and our death claim forms in Good Order, including the beneficiary's election of form of payment.

Distribution on Death - a distribution paid to the owner's beneficiary after the death of the owner.

Enhanced Earnings Benefit (EEB) - an optional Death Benefit.

Fixed Accounts - Guaranteed Rate Options and Systematic Transfer Options.

Free Withdrawal Amount - the amount you may withdraw in any Contract Year without paying a withdrawal charge.

General Account - the account that contains all of our assets other than those held in separate accounts.

Good Order - complete information we require to process your application, claim or any request received at our Administrative Office, the address of which is noted above in this Glossary.

Guaranteed Lifetime Income Advantage and Guaranteed Lifetime Income Advantage Plus (GLIA and GLIA Plus) - optional benefits that guarantee lifetime payments will be available for withdrawal.

> **GLIA and GLIA Plus Investment Strategies** - Investment Strategies available when a GLIA or GLIA Plus Rider is purchased.

Guaranteed Rate Option (GRO) - a Fixed Account that offers Guarantee Periods with fixed annual effective interest rates.

> **Guarantee Period** - the length of time from the date of your contribution into a GRO until the GRO matures.
>
> **Market Value Adjustment (MVA)** - an upward or downward adjustment made to the value of your GRO if you make withdrawals or transfers from the GRO, or elect an Annuity Benefit, before the end of the Guarantee Period.

Investment Options - Variable Account Options and Fixed Accounts, collectively.

Maximum Retirement Date - the last Annuitant's 100^{th} birthday, which is the latest date you can begin your Annuity Benefit.

Nonqualified Annuity - an annuity that is not a Qualified Annuity.

Payment Base - value used to determine payments under GLIA. It is the larger of your Bonus Base or your Step-Up Base.

> **Bonus Base** - On the Contract Date, your Bonus Base is equal to your Account Value. Your Bonus Base will be adjusted if you make an additional contribution, take a Nonguaranteed Withdrawal, or receive a Bonus.
>
> **Step-Up Base** - On the Contract Date, your Step-Up Base is equal to your Account Value. Your Step-Up Base will be adjusted if you make an additional contribution, take a Nonguaranteed Withdrawal, or receive a Step-Up.

Portfolio - a mutual fund in which a Variable Account Option invests.

Qualified Annuity - an annuity contract that qualifies under the Tax Code as an Individual Retirement Annuity that meets the requirements of Section 408 or 408A of the Tax Code or an annuity contract purchased under a retirement plan that receives favorable tax treatment under Section 401, 403, 457 or similar provisions of the Tax Code.

Retirement Date - any date before the Maximum Retirement Date that you choose to begin taking your Annuity Benefit.

Rider - a supplement to your contract or additional feature that provides an optional benefit at an additional cost.

Separate Account - Separate Account I of Integrity Life Insurance Company.

Surrender Value - your Adjusted Account Value reduced by any withdrawal charge, pro rata annual administrative charges and optional benefit charges.

Systematic Transfer Options (STOs) - Fixed Accounts that accept new contributions, which must be transferred from the STO into Variable Account Options within either a six-month or a one-year period. The STOs provide a guaranteed fixed interest rate that is effective for the STO period selected.

Tax Code - the Internal Revenue Code of 1986, as amended, or any corresponding provisions of subsequent United States revenue laws, and applicable regulations of the Internal Revenue Service (IRS).

Unit - measure of your ownership interest in a Variable Account Option.

Unit Value - value of each Unit calculated on any Business Day.

Variable Account Options - Investment Options available to you under the contract, other than the Fixed Accounts. Each Variable Account Option invests in a corresponding Portfolio with the same name.

Part 1 – Fees and Expense Tables and Summary

The following tables describe the fees and expenses that you will pay when buying, owning, withdrawing from, and surrendering the contract.

The first table describes the fees and expenses that you will pay at the time you buy the contract, withdraw from or surrender the contract, or transfer contract value among Investment Options. State premium tax may also be deducted.[1]

Contract Owner Transaction Expenses

Maximum Deferred Sales Load (Withdrawal Charge) as a percentage of contributions [2]	8%
Transfer Charge (for each transfer after 12 transfers in one Contract Year) [3]	$20

The following tables describe the fees and expenses that you will pay periodically during the time that you own the contract, not including total annual portfolio (a mutual fund in which a Variable Account Option invests) operating expenses.

Annual Administrative Charge

Annual Administrative Charge [4]	$30

Separate Account Annual Expenses as a percentage of value noted below.

	Maximum Charge	Current Charge
Mortality and Expense Risk Charge (assessed on value in Variable Account Options)	**1.55%**	1.55%
Optional Enhanced Earnings Benefit (EEB) Charge (assessed on Account Value; charge shown is for Annuitants age 70-79) [5, 6]	**0.50%**	0.50%
Optional Guaranteed Lifetime Income Advantage (GLIA) – Individual Rider Charge (assessed on the Payment Base) [6]	**1.20%**	0.90%
Optional Guaranteed Lifetime Income Advantage (GLIA) – Spousal Rider Charge (assessed on the Payment Base) [6]	**1.60%**	1.15%
Optional Guaranteed Lifetime Income Advantage Plus (GLIA Plus) – Individual or Spousal Rider Charge (assessed on the Benefit Base) [6]	**2.00%**	1.35%
Highest Possible Total Separate Account Annual Expenses [7]	**3.55%**	**2.90%**

[1]State premium taxes currently range from 0% to 3.5%.
[2]Withdrawal charges decrease based on the age of each contribution. See Part 4.
[3]This charge does not apply to transfers made in the Dollar Cost Averaging, Customized Asset Rebalancing, or Systematic Transfer programs.
[4]This charge will be waived if the Account Value is at least $50,000 on the last day of the Contract Year.
[5]Charge is based on the Annuitant's age on the Contract Date:

Age	Charge at annual effective rate	Total Charge to Variable Account Options if Enhanced Earnings Benefit (and no other optional benefit) is elected
59 or less	0.20%	1.75%
60-69	0.40%	1.95%
70-79	0.50%	2.05%

[6]See Part 6.
[7]You may elect only one of these optional benefits: EEB, Individual GLIA, Spousal GLIA, or GLIA Plus. Therefore, the highest possible total separate account annual expenses reflect the election of the optional GLIA Plus Rider.The next item shows the minimum and

maximum total operating expenses charged by the Portfolios that you may pay periodically during the time you own the contract. More detail concerning each Portfolio's fees and expenses is contained in the prospectus for each Portfolio.

Total Annual Portfolio Operating Expenses
(expenses deducted from Portfolio assets, including management fees, distribution fees, and other expenses)

Minimum: 0.26% **Maximum: 2.17%** for contracts purchased on or after April 24, 2015

Minimum: 0.26% **Maximum: 2.17%** for contracts purchased between May 1, 2012 and April 23, 2015

Minimum: 0.26% **Maximum: 2.17%** for contracts purchased before May 1, 2012

See Appendix G for a detailed Total Annual Portfolio Operating Expense Table.

We have entered into agreements with the investment advisors and/or distributors of each of the Portfolios. Under the terms of these agreements, we will provide administrative, marketing and distribution services to the Portfolios as consideration for payments. The Portfolios or their investment advisors or distributors pay us fees equal to an annual rate ranging from 0.05% to 0.45% of the average daily net assets invested by the Variable Account Options in the Portfolios. These fees may be paid by the investment advisors from the investment advisors' assets or from the Portfolios under plans adopted by the Portfolios pursuant to Rule 12b-1 under the Investment Company Act of 1940 (1940 Act). In addition, we may receive marketing allowances from investment advisors to support training and distribution efforts. **These fees increase your costs.**

The services we provide to the Portfolios are in addition to the services we provide and expenses we incur in marketing and administering the variable annuity contracts. Services to the Portfolios include, without limitation, delivery of current fund prospectuses, annual and semi-annual reports, notices, proxies and proxy statements and other informational materials; telephone and Internet service support in connection with the underlying investment options; maintenance of records reflecting fund shares purchased and redeemed; preparing and submitting omnibus trades; daily reconciliations of fund share balances; and receiving, tabulating and transmitting proxies executed by or on behalf of variable contract owners with investments in the Portfolios. We also provide marketing and distribution services for the Portfolios.

Examples

The examples that follow are intended to help you compare the cost of investing in this contract with the cost of investing in other variable annuity contracts. Each example assumes that you invest $10,000 in the contract for the time period indicated. Each example also assumes that your investment has a 5% return each year. Your actual costs may be higher or lower.

For Contracts purchased on or after March 1, 2015

<u>Highest Cost Example using Maximum Charge for Highest Cost Rider</u>
The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge and the maximum Portfolio operating expenses (**2.17%**), plus the maximum cost of the GLIA Plus Rider. If the current cost of the GLIA Plus Rider was used, the total cost would be less than indicated in this example. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
$1,431	$2,519	$3,639	$6,639

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
$631	$1,919	$3,239	$6,639

<u>Highest Cost Example with No Riders</u>
The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge, and the maximum Portfolio operating expenses (**2.17%)**. The cost of optional Riders is not included. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
$1,217	$1,861	$2,518	$4,320

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
$417	$1,261	$2,118	$4,320

For Contracts purchased before March 1, 2015, but on or after May 1, 2012

If you purchased your contract before March 1, 2015, but on or after May 1, 2012, certain riders currently offered to new purchasers were not available for purchase. Further, none of the riders available for purchase through your contract were more expensive than the GLIA Plus Rider, which is the most expensive rider currently offered to new purchasers. Therefore, we have provided expense examples using the maximum rider costs during this period.

<u>Highest Cost Example using Maximum Charge for Highest Cost Rider</u>
The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge and the maximum Portfolio operating expenses (**2.17%**), plus the maximum cost of the Guarantee Lifetime Income Advantage (GLIA) Spousal Rider, where the younger Annuitant (the person whose life is used to determine the Maximum Retirement Date and the amount of the Annuity Benefit and whose death triggers the payment of the Death Benefit) is age 65 on the Contract Date (the date we issue you the annuity contract). If the current cost of the GLIA Spousal Rider was used, the total cost would be less than indicated in this example. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
$1,385	$2,365	$3,359	$5,998

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
$585	$1,765	$2,959	$5,998

<u>Highest Cost Example with No Riders</u>
The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge, and the maximum Portfolio operating expenses (**2.17%**). The cost of optional Riders is not included. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
$1,217	$1,861	$2,518	$4,320

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
$417	$1,261	$2,118	$4,320

For Contracts purchased before May 1, 2012

If you purchased your contract before May 1, 2012, certain riders currently offered to new purchasers were not available for purchase. Further, none of the riders available for purchase through your contract were more expensive than the GLIA Plus Rider, which is the most expensive rider currently offered to new purchasers. Therefore, we have provided expense examples using the maximum rider costs during this period.

Highest Cost Example using Maximum Charge for Highest Cost Rider
The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge and the maximum Portfolio operating expenses (**2.17%**), plus the maximum cost of the GLIA Spousal Rider, where the younger Annuitant (the person whose life is used to determine the Maximum Retirement Date and the amount of the Annuity Benefit and whose death triggers the payment of the Death Benefit) is age 65 on the Contract Date (the date we issue you the annuity contract). If the current cost of the GLIA Spousal Rider was used, the total cost would be less than indicated in this example. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
$1,385	$2,365	$3,359	$5,998

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
$585	$1,765	$2,959	$5,998

Highest Cost Example with No Riders
The following example includes the withdrawal charge, the annual administrative charge, the mortality and expense risk charge, and the maximum Portfolio operating expenses (**2.17%**). The cost of optional Riders is not included. Based on these assumptions, your costs would be:

If you surrender your contract at the end of the applicable period:

1 year	3 years	5 years	10 years
$1,217	$1,861	$2,518	$4,320

If you keep your contract in force or select an Annuity Benefit with a life contingency at the end of the applicable period:

1 year	3 years	5 years	10 years
$417	$1,261	$2,118	$4,320

Accumulation Unit Values

See Appendix A.

Summary of Contract

“We,” “our,” “us,” "the Company" and "Integrity Life" mean Integrity Life Insurance Company. “You” and “your” mean the owner. This variable annuity contract is a contract between you and us. You, as the owner, have certain rights under the contract. If you purchase this annuity contract as a Nonqualified Annuity, the Annuitant named by you may be you or another person. It is important that you carefully select the owner, Annuitant, the owner's beneficiary and the Annuitant's beneficiary in order to achieve your objectives. See Part 5, sections titled "Death Benefit Paid on Death of Annuitant" "Distribution on Death of Owner” and “Spousal Continuation." Also, see Appendix D.

Investment Goals and Risks

This contract allows you to accumulate money for retirement or other long-term goals. You may invest in any of the Investment Options available to you under the contract, including the Variable Account Options and the Fixed Accounts. Each Variable Account Option carries with it certain risks, ***including the risk that the value of your investment will decline and you could lose money.*** The Variable Account Options invest in Portfolios, each of which invests primarily in either common stocks or bonds. You could lose money if one or more of the issuers of stocks or bonds becomes financially impaired or if the market as a whole declines. There is also the inherent risk that holders of common stock generally are behind creditors and holders of preferred stock for payments in the event of the bankruptcy of a stock issuer. Holders of corporate bonds are subject to issuer risk as well as credit risk (the risk that the issuer will default on its payment obligations under the bond) and interest rate risk (the risk that changes in interest rates may reduce (or increase) the market value of the bond).

For a complete discussion of the risks associated with investing in any particular Variable Account Option, see the prospectus of the corresponding Portfolio with the same name.

Your Rights and Benefits

As the owner of the contract, you have the following rights:

- To contribute, transfer and withdraw money. See Part 5
- To invest in the Investment Options. See Part 3
- To elect an Annuity Benefit. See Part 5, section titled "Maximum Retirement Date and Annuity Benefit."
- To elect any optional benefit available at the time you purchase the annuity contract. See Part 6.
- To name the Annuitant.
- To name the Annuitant's beneficiary to receive the Death Benefit on the death of the Annuitant before the election of an Annuity Benefit and to receive any remaining payments after the election of an Annuity Benefit. See Part 5, sections titled "Death Benefit Paid on Death of Annuitant" and “Maximum Retirement Date and Annuity Benefit.”
- To name the owner's beneficiary to receive a distribution upon your death, as owner, or the death of a joint owner, if any. **If there are joint owners, the death of either one will be treated as the death of both under this contract. Upon the death of the owner, a distribution of the Surrender Value is required to be made to the owner’s beneficiary. <u>The joint owner is not the owner’s beneficiary.</u>** See Part 5, section titled "Distribution on Death of Owner." If the owner is a trust, custodian or other entity, the owner must name itself as the Annuitant’s sole beneficiary and the owner’s sole beneficiary.

Your rights are subject to the rules of the Tax Code.

This contract is intended to offer only annuity and related benefits (including death benefits and optional living benefits) to human beings, and to assume the related risks. This contract is not intended for use by institutional investors. We may reject changes to the parties named in the contract if the risk originally assumed by us in issuing the contract is materially altered, multiple annuity contracts issued by us are being utilized to cover a single risk, or if the result of the change is to transfer rights or benefits to an institutional investor.

Account Value and Surrender Value

Your Account Value consists of the values of your Investment Options added together. Any amount allocated to a Variable Account Option will go up or down in value depending on the investment performance of the corresponding Portfolio. The value of contributions allocated to the Variable Account Options is not guaranteed. The value of your contributions allocated to the Fixed Accounts (Guaranteed Rate Options and the Systematic Transfer Option) is guaranteed, subject to any applicable Market Value Adjustments (MVAs) that apply to the Guarantee Rate Options. Your Account Value also is subject to various charges. See Part 4.

Your Adjusted Account Value is your Account Value, increased or decreased by any MVAs to your Guaranteed Rate Options. A Guaranteed Rate Option (GRO) is a Fixed Account that offers Guarantee Periods with fixed annual effective interest rates. A Guarantee Period is the length of time from the date of your contribution into a GRO until the GRO matures. See Part 3, section titled "Market Value Adjustments."

Your Surrender Value is equal to your Adjusted Account Value, minus any withdrawal charge, minus the pro rata portion of the annual administrative charges and optional benefit charges, if applicable, and minus any applicable premium tax. See Part 4.

Your minimum Account Value is $1,000 ($2,000 in Texas and Washington). If the Account Value goes below the minimum Account Value and we have received no contributions from you for two Contract Years, we may terminate the contract and pay you the Account Value. We will notify you in advance and will give you at least 60 days to make additional contributions to bring the Account Value above the minimum if you wish to keep your contract in force. The minimum Account Value does not apply if you have a GLIA or GLIA Plus Rider.

Your Right to Revoke (Free Look Period)

You may cancel your contract within 10 days after you first receive it by returning it to our Administrative Office by mail, postmarked within the 10-day period. (The Administrative Office is Integrity Life Insurance Company, P.O. Box 5720, Cincinnati, Ohio 45201-5720. Our express mail address is Integrity Life Insurance Company, 400 Broadway, Cincinnati, Ohio 45202-3341. You may also call us at 1-800-325-8583. You are required to use this address to make requests and give instructions about your annuity contract.) We will extend the 10-day period if required by state law. If you cancel your contract, we will return your Account Value, which may be more or less than your original contribution depending upon the investment performance of the Variable Account Options you selected. You bear the investment risk during the 10-day period, as well as any fees and charges incurred during the period your contract is in force. See Part 4 for more discussion of the fees and charges. Some states require that we return your contribution, or some amount other than your Account Value. In that case, we will return the greater of the amount required by state law and your Account Value.

How Your Contract is Taxed

This annuity contract and your benefits under the contract, including the deferral of taxes on your investment growth, are controlled by the Tax Code. **If this contract is a Qualified Annuity, the qualified plan status provides tax deferral and this contract provides no additional tax-deferral benefit.** A Qualified Annuity is an annuity contract that qualifies under the Tax Code as an Individual Retirement Annuity that meets the requirements of Section 408 or 408A of the Tax Code or an annuity contract purchased under a retirement plan that receives favorable tax treatment under Section 401, 403, 457 or similar provisions of the Tax Code.

Generally, the withdrawals you make before you are 59½ years old are subject to a 10% federal tax penalty on the taxable portion of the amounts withdrawn. You should read Part 8, "Tax Aspects of the Contract" for more information, and consult a tax advisor. **We do not provide tax advice.**

Part 2 – Integrity Life and the Separate Account

Integrity Life Insurance Company

Integrity Life is a stock life insurance company organized under the laws of Arizona on May 3, 1966, and redomesticated to Ohio on January 3, 1995. Our principal executive office is located at 400 Broadway, Cincinnati, Ohio 45202. We are authorized to sell life insurance and annuities in 49 states and the District of Columbia. Integrity Life is a subsidiary of The Western and Southern Life Insurance Company, a life insurance company organized under the laws of the State of Ohio on February 23, 1888.

Integrity Life guarantees certain amounts under the contract. We refer to these guaranteed amounts as “insurance obligations.” Examples of insurance obligations are Death Benefits greater than the Account Value or income payments under a GLIA or GLIA Plus Rider after your Account Value is exhausted. If these insurance obligations are greater than your Account Value, we will pay you those amounts from our General Account. Benefit amounts paid from the General Account are subject to our financial strength and claims paying ability and our long-term ability to make such payments. There are risks to purchasing any insurance product.

The Western and Southern Life Insurance Company, Integrity Life’s parent company, has guaranteed the insurance obligations of Integrity Life to its contract owners, including the owners of this contract (the Guarantee). Amounts covered by the Guarantee are subject to the financial strength and claims paying ability of The Western and Southern Life Insurance Company. The Guarantee does not guarantee investment performance on the portion of your Account Value invested in the Variable Account Options. The Guarantee provides that contract owners can enforce the Guarantee directly.

Separate Account I and the Variable Account Options

Separate Account I was established in 1986, and is maintained under the insurance laws of the State of Ohio. The Separate Account is a unit investment trust, which is a type of investment company governed by the 1940 Act.

Under Ohio law, we own the assets of our Separate Account and use them to support the Variable Account Options of your contract and other variable annuity contracts. You participate in the Separate Account in proportion to the amounts in your Variable Account Options. Integrity Life Insurance Company is responsible for all obligations under the contract.

Income, gains and losses, whether realized or unrealized, from assets allocated to the Separate Account are credited to or charged against the Separate Account without regard to our other income, gains or losses. The assets of the Separate Account may not be charged with the liabilities arising out of our other businesses. We may allow fees that are owed to us to stay in the Separate Account, and, in that way, we can participate proportionately in the Separate Account. We may also periodically withdraw amounts that are earned and owed to us from the Separate Account.

The Separate Account is divided into subaccounts called Variable Account Options. Each Variable Account Option invests in shares of a corresponding Portfolio (or fund) with the same name. The Variable Account Options currently available to you are listed in Part 3.

Distribution of Variable Annuity Contracts

Touchstone Securities, Inc., an affiliate of Integrity Life, serves as the principal underwriter for our variable annuity contracts. Touchstone Securities, Inc. and Integrity Life are under the common control of the same parent company: The Western and Southern Life Insurance Company. The principal business address of Touchstone Securities, Inc. is 400 Broadway, Cincinnati, Ohio, 45202. The contracts are sold by individuals who are insurance agents and also registered representatives of broker-dealers or financial institutions that have entered into distribution agreements with us.

Changes in How We Operate

We can change how the Company or our Separate Account operates, subject to the approval of the federal or state regulators when required by the 1940 Act or other applicable laws. We will notify you if any changes result in a material change in the underlying Portfolios or the Investment Options**.** We may:

- combine the Separate Account with any other separate account we own;
- transfer assets of the Separate Account to another separate account we own;
- add, remove, substitute, close, combine or limit investment in an Investment Option or withdraw assets relating to your contract from one Variable Account Option and put them into another;
- register or end the registration of the Separate Account under the 1940 Act;
- operate our Separate Account under the direction of a committee or discharge a committee at any time (the committee may be composed of a majority of persons who are "interested persons" of Integrity Life);
- restrict or eliminate any voting rights of owners or others that affect our Separate Account; this may only arise if there is a change in current SEC rules;
- cause one or more Variable Account Options to invest in a fund other than or in addition to the Portfolios;
- operate our Separate Account or one or more of the Investment Options in any other form the law allows, including a form that allows us to make direct investments;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the contracts as annuities and/or Qualified Annuities under the Tax Code; or
- make other changes required under federal or state law relating to annuities.

Part 3 – Your Investment Options

You may invest your contributions to this contract in the Variable Account Options, the Fixed Accounts or both. (If you purchase a GLIA or GLIA Plus Rider, your Investment Options are limited. See Part 6.)

Each Variable Account Option invests in shares of a mutual fund, referred to as a Portfolio (or fund). Each Variable Account Option and its corresponding Portfolio share the same name. The value of your Variable Account Option will vary with the performance of the corresponding Portfolio. For a full description of each Portfolio, see that Portfolio's prospectus and SAI.

The Variable Account Options

A brief description of each Portfolio, including the name of the advisor, the investment objective and some additional information about investment strategies, is provided below. Management fees and other expenses deducted from each Portfolio, as well as risks of investing, and more information about the Portfolio's investment strategies, are described in that Portfolio's prospectus. The Portfolio descriptions included below were taken from the most recent publicly available documentation for the Portfolios as of the time this prospectus was drafted. More recent disclosure may be available in the Portfolios' current prospectuses. **For a prospectus containing complete information on any Portfolio, including the risks associated with investing, call our Administrative Office toll-free at 1-800-325-8583**.

American Funds Insurance Series

Each fund is a series of the American Funds Insurance Series. Capital Research and Management Company is the investment advisor to each fund and is located at 333 South Hope Street, Los Angeles, California 90071.

Following is a brief description of each fund. There is no guarantee that a fund will achieve its objectives. **You should read each American Funds Insurance Series fund's prospectus carefully before investing.**

American Funds Insurance Series Bond Fund

The fund seeks to provide as high a level of current income as is consistent with the preservation of capital. The fund seeks to maximize your level of current income and preserve your capital by investing primarily in bonds. Normally, the fund invests at least 80% of its assets in bonds and other debt securities, which may be represented by other investment instruments, including derivatives. The fund invests at least 65% of its assets in investment grade debt securities, including cash and cash equivalents, securities issued and guaranteed by the U.S. and other governments, and securities backed by mortgages and other assets. The fund may invest up to 35% of its assets in non-investment grade debt securities sometimes referred to as “junk bonds.” The fund may invest in debt securities of issuers domiciled outside the United States, including in emerging markets. The fund may also invest up to 20% of its assets in preferred stocks, including convertible and nonconvertible preferred stocks. In addition, the fund may invest, subject to the restrictions above, in contracts for future delivery of mortgage-backed securities, such as to-be-announced contracts and mortgage rolls. The fund is designed for investors seeking income and more price stability than stocks, and capital preservation over the long term.

American Funds Insurance Series Capital Income Builder Fund
The fund has two primary investment objectives. It seeks to provide (1) a level of current income that exceeds the average yield on U.S. stocks generally, and (2) a growing stream of income over the years. The fund’s secondary objective is to provide growth of capital. The fund normally will invest at least 90% of its assets in income-producing securities (with at least 50% of its assets in common stocks and other equity securities). The fund invests primarily in a broad range of income-producing securities, including common stocks and bonds. In seeking to provide a level of current income that exceeds the average yield on U.S. stocks, the fund generally looks to the average yield on stocks of companies listed on the S&P 500 Index. The fund may also invest significantly in common stocks, bonds and other securities of issuers domiciled outside the United States.

American Funds Insurance Series Global Growth Fund
The fund seeks to provide long-term growth of capital. The fund invests primarily in common stocks of companies around the world that the investment advisor believes have the potential for growth. As a fund that seeks to invest globally, the fund will allocate its assets among securities of companies domiciled in various countries, including the United States and countries with emerging markets (but in no fewer than three countries). Under normal market conditions, the fund will invest significantly in issuers outside the United States.

American Funds Insurance Series Growth Fund
The fund seeks to provide growth of capital. The fund invests primarily in common stocks and seeks to invest in companies that appear to offer superior opportunities for growth of capital. The fund may invest up to 25% of its assets in common stocks and other securities of issuers domiciled outside the United States.

American Funds Insurance Series Growth-Income Fund
The fund seeks to provide long-term growth of capital and income. The fund invests primarily in common stocks or other securities that the advisor believes demonstrate the potential for appreciation and/or dividends. The fund may invest up to 15% of its assets, at the time of purchase, in securities of issuers domiciled outside the United States.

American Funds Insurance Series Managed Risk Asset Allocation Fund
The fund seeks to provide high 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. The fund invests in shares of an underlying fund, the American Funds Insurance Series Asset Allocation Fund, while seeking to manage portfolio volatility and provide downside protection primarily through the use of exchange-traded futures contracts. The underlying fund invests in a diversified portfolio of common stocks and other equity securities, bonds and other intermediate and long-term debt securities, and money market instruments (debt securities maturing in one year or less). The fund employs a risk-management overlay referred to as the managed risk strategy, which consists of using hedge instruments—primarily futures contracts—to attempt to stabilize the volatility of the fund around a target volatility level (set from time to time by the fund's advisors) and reduce the downside exposure of the fund during periods of significant market declines.

American Funds Insurance Series New World Fund
The fund seeks long-term capital appreciation. The fund invests primarily in common stocks of companies with significant exposure to countries with developing economies and/or markets and that the advisor believes have potential of providing capital appreciation. The fund may also invest in debt securities of issuers with exposure to these countries, including issuers of lower rated bonds sometimes referred to as "junk bonds." Under normal market conditions, the fund invests at least 35% of its assets in equity and debt securities of issuers primarily based in qualified countries that have developing economies and/or markets. In determining whether a country is qualified, the fund's advisor considers such factors as a country’s per capita gross domestic product, the percentage of its economy that is industrialized, market capital as a percentage of gross domestic product, the overall regulatory environment, limits on foreign ownership, and restrictions on repatriation.

BlackRock Variable Series Funds
Each of BlackRock Capital Appreciation V.I. Fund and BlackRock Global Allocation V.I. Fund are series of the BlackRock Variable Series Funds, Inc. Each of BlackRock High Yield V.I. Fund and BlackRock Total Return V.I. Fund are series of the BlackRock Variable Series Funds II, Inc. BlackRock Advisors, LLC is the investment advisor to each fund and is located at 100 Bellevue Parkway, Wilmington, Delaware 19809.

Following is a brief description of each fund. There is no guarantee that a fund will achieve its objectives. **You should read each BlackRock fund's prospectus carefully before investing.**

BlackRock Capital Appreciation V.I. Fund
The fund seeks long-term growth of capital by investing primarily in a diversified portfolio consisting primarily of common stock of U.S. companies that fund management believes have shown above-average growth rates in earnings over the long term. The fund generally invests at least 65% of its total assets in common stock, convertible preferred stock, securities convertible into common stock, and rights to subscribe to common stock. Of these securities, the fund generally seeks to invest primarily in common stock. The fund may invest in companies of any size, but emphasizes investments in companies with medium to large market capitalization.

BlackRock Global Allocation V.I. Fund
The fund seeks high total investment return by investing in equity, debt and money market securities. Generally, the fund’s portfolio will include both equity and debt securities, but at any given time the fund may emphasize either debt or equity securities. In selecting equity investments, the fund mainly seeks securities that fund management believes are undervalued. The fund may buy debt securities of varying maturities, debt securities paying a fixed or fluctuating rate of interest, and debt securities of any kind, including securities issued or guaranteed by the U.S. Government or its agencies or instrumentalities, by foreign governments or international agencies or supranational entities, or by domestic or foreign private issuers, debt securities convertible into equity securities, inflation-indexed bonds, structured notes, credit-linked notes, loan assignments and loan participations. In addition, the fund may invest up to 35% of its total assets in junk bonds, corporate loans and distressed securities. The fund may also invest in real estate investment trusts (“REITs”) and securities related to real assets, (like real estate- or precious metals-related securities) such as stock, bonds or convertible bonds issued by REITs or companies that mine precious metals. The fund generally seeks diversification across markets, industries and issuers as one of its strategies to reduce volatility. The fund has no geographic limits on where it may invest, and the fund may invest in the securities of companies of any market capitalization.

BlackRock High Yield V.I. Fund
The fund seeks to maximize total return, consistent with income generation and prudent investment management by investing primarily in non-investment grade bonds with maturities of ten years or less. The fund normally invests at least 80% of its assets in high yield bonds (commonly called "junk bonds") and may also invest in convertible and preferred securities. The fund may invest up to 30% of its assets in non-dollar denominated bonds of issuers located outside the United States. The fund may invest in securities of any rating and may invest up to 10% of its assets in distressed securities that are in default or the issuers of which are in bankruptcy.

BlackRock Total Return V.I. Fund
The fund seeks to maximize total return, consistent with income generation and prudent investment management by investing in securities that pay interest or dividends. The fund may also seek growth of capital by looking for investments that will increase in value. However, the fund’s investments emphasize current income more than growth of capital. Under normal circumstances, the fund invests at least 80%, and typically 90% or more, of its assets in fixed-income securities such as corporate bonds and notes, mortgage-backed securities, asset-backed securities, convertible securities, preferred stocks, government obligations and money market securities. Both U.S. and foreign companies and governments may issue these securities, including issuers in emerging markets. The fund invests primarily in fixed-income securities rated investment grade, but the fund may also invest in fixed-income securities that are rated below investment grade (commonly called "junk bonds"). The fund may invest in fixed-income securities of any maturity or duration.

Columbia Funds Variable Portfolios
Columbia Variable Portfolio – Mid Cap Value Fund is a series of the Columbia Funds Variable Series Trust II. Columbia Variable Portfolio – Small Cap Value Fund is a series of the Columbia Funds Variable Insurance Trust. Columbia Management Investment Advisers, LLC is the investment advisor to both funds and is located at 225 Franklin Street, Boston, MA 02110.

Following is a brief description of each fund. There is no guarantee that a fund will achieve its objectives. **You should read each Columbia fund's prospectus carefully before investing.**

Columbia Variable Portfolio – Mid Cap Value Fund
The fund seeks to provide long-term growth of capital. Under normal circumstances, the fund invests at least 80% of its net assets in equity securities of medium-sized companies that have market capitalizations in the range of the Russell Midcap® Value Index. The fund may invest up to 25% of its net assets in foreign investments. The fund normally invests in common stocks and also may invest in REITs. The fund may from time to time emphasize one or more economic sectors in selecting its investments, including the financial services sector.

Columbia Variable Portfolio – Small Cap Value Fund
The fund seeks to provide long-term capital appreciation. Under normal circumstances, the fund invests at least 80% of its net assets in equity securities of companies that have market capitalizations in the range of the companies in the Russell 2000 Value Index at the time of purchase that the fund's advisor believes are undervalued and have the potential for long-term growth. The fund may invest up to 20% of total assets in foreign securities. The fund may also invest in REITs. The fund may from time to time emphasize one or more economic sectors in selecting its investments, including the financial services sector.

DWS Investments VIT Funds
The fund is a series of the DWS Investments VIT Funds. DWS Investment Management Americas Inc., 345 Park Avenue, New York, NY 10154, is the investment advisor for the fund.

Following is a brief description of the fund. There is no guarantee that a fund will achieve its objectives. **You should read the DWS Investments VIT fund's prospectus carefully before investing.**

DWS Small Cap Index VIP Fund
The fund seeks to replicate, as closely as possible, before the deduction of expenses, the performance of the Russell 2000® Index, which emphasizes stocks of small U.S. companies. Under normal circumstances, the fund invests at least 80% of its assets, determined at the time of purchase, in stocks of companies included in the Russell 2000 Index and in derivative instruments, such as stock index futures contracts and options that provide exposure to the stocks of companies in the index. The fund's securities are weighted so as to make the fund's investment characteristics similar to those of the Russell 2000 Index as a whole. The fund may also hold short-term debt securities and money market instruments for liquidity purposes.

Fidelity Variable Insurance Products
Each Portfolio is a Fidelity® Variable Insurance Product and a series of Variable Insurance Products Fund V. Fidelity Management & Research Company, located at 245 Summer Street, Boston, MA 02210, is the investment advisor to each Portfolio.

Following is a brief description of each Portfolio. There is no guarantee that a Portfolio will achieve its objective. **You should read each Fidelity VIP Portfolio's prospectus carefully before investing.**

Fidelity VIP Asset Manager Portfolio
The Portfolio seeks high total return with reduced risk over the long term by allocating its assets among three main asset classes: the stock class (equity securities of all types), the bond class (fixed-income securities of all types maturing in more than one year, including lower-quality debt securities sometimes called high yield debt securities or junk bonds), and the short-term/money market class (fixed-income securities of all types maturing in one year or less). The advisor adjusts the allocation among asset classes gradually within the following ranges: stock class

(30%-70%), bond class (20%-60%), and short-term/money market class (0%-50%). The advisor maintains a neutral mix over time of 50% of assets in stocks, 40% of assets in bonds, and 10% of assets in short-term and money market instruments. The Portfolio invests in domestic and foreign issuers.

Fidelity VIP Balanced Portfolio
The Portfolio seeks income and capital growth consistent with reasonable risk by investing approximately 60% of assets in stocks and other equity securities and the remainder in bonds and other debt securities, including lower-quality debt securities (those of less than investment grade quality, also referred to as high yield debt securities or junk bonds), when its outlook is neutral. The advisor invests at least 25% of the Portfolio's total assets in fixed-income senior securities, including debt securities and preferred stock. The Portfolio invests in domestic and foreign issuers. With respect to equity investments, the advisor allocates the Portfolio's assets across different market sectors using different Fidelity managers. The advisor may invest in either growth or value stocks or both and invests in Fidelity's central funds. The advisor uses a fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Fidelity VIP Contrafund Portfolio
The Portfolio seeks long-term capital appreciation. The Portfolio normally invests primarily in common stocks of domestic and foreign issuers. The Portfolio invests in growth stocks, value stocks, or both. The advisor selects securities of companies whose value it believes are not fully recognized by the public. The advisor uses a fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Fidelity VIP Disciplined Small Cap Portfolio
The Portfolio seeks capital appreciation. The Portfolio normally invests primarily in common stocks of domestic and foreign issuers. The Portfolio normally invests at least 80% of assets in securities of companies with small market capitalizations, which, for purposes of this Portfolio, are those companies with market capitalizations similar to companies in the Russell 2000® Index or the S&P SmallCap 600® Index. The Portfolio invests in growth stocks, value stocks, or both. The advisor uses a computer-aided, quantitative analysis of historical valuation, growth, profitability, and other factors to select investments.

Fidelity VIP Equity-Income Portfolio
The Portfolio seeks reasonable income and will also consider the potential for capital appreciation. The Portfolio's goal is to achieve a yield that exceeds the composite yield on the securities comprising the S&P 500® Index. The Portfolio normally invests at least 80% of assets in equity securities, primarily in income-producing equity securities, which tends to lead to investments in large-cap value stocks. The Portfolio may potentially invest in other types of equity and debt securities, including lower-quality debt securities (those of less than investment grade quality, also referred to as high yield securities or junk bonds). The Portfolio invests in domestic and foreign issuers and potentially uses covered call options as tools in managing the assets. The advisor uses a fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Fidelity VIP Freedom 2010 Portfolio
The Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. The Portfolio is designed for investors who retired in or within a few years of 2010 at or around age 65. The Portfolio invests primarily in a combination of underlying Fidelity® domestic equity, international equity, bond, and short-term funds. The Portfolio allocates assets among the underlying Fidelity funds according to a neutral asset allocation strategy that adjusts over time and becomes increasingly conservative until it reaches an allocation similar to that of the VIP Freedom Income Portfolio℠ (approximately 10 to 19 years after the year 2010). The advisor may modify the Portfolio’s neutral asset allocations from time to time when in the interests of shareholders. The advisor may use an active asset allocation strategy to increase or decrease neutral asset class exposures by up to 10% for the underlying Fidelity funds to reflect the advisor’s market outlook, which is primarily focused on the intermediate term. The advisor may continue to seek high total return for several years beyond the Portfolio’s target retirement date in an effort to achieve the Portfolio’s overall investment objective.

Fidelity VIP Freedom 2015 Portfolio
The Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. The Portfolio is designed for investors who retired in or within a few years of 2015 at or

around age 65. The Portfolio invests primarily in a combination of underlying Fidelity® domestic equity, international equity, bond, and short-term funds. The Portfolio allocates assets among the underlying Fidelity funds according to a neutral asset allocation strategy that adjusts over time and becomes increasingly conservative until it reaches an allocation similar to that of the VIP Freedom Income Portfolio℠ (approximately 10 to 19 years after the year 2015). The advisor may modify the Portfolio's neutral asset allocations from time to time when in the interests of shareholders. The advisor may use an active asset allocation strategy to increase or decrease neutral asset class exposures by up to 10% for the underlying Fidelity funds to reflect the advisor's market outlook, which is primarily focused on the intermediate term. The advisor may continue to seek high total return for several years beyond the Portfolio's target retirement date in an effort to achieve the Portfolio's overall investment objective.

Fidelity VIP Freedom 2020 Portfolio
The Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. The Portfolio is designed for investors retiring in or within a few years of 2020 at or around age 65. The Portfolio invests primarily in a combination of underlying Fidelity® domestic equity, international equity, bond, and short-term funds. The Portfolio allocates assets among the underlying Fidelity funds according to a neutral asset allocation strategy that adjusts over time and becomes increasingly conservative until it reaches an allocation similar to that of the VIP Freedom Income Portfolio℠ (approximately 10 to 19 years after the year 2020). The advisor may modify the Portfolio's neutral asset allocations from time to time when in the interests of shareholders. The advisor may use an active asset allocation strategy to increase or decrease neutral asset class exposures by up to 10% for the underlying Fidelity funds to reflect the advisor's market outlook, which is primarily focused on the intermediate term. The advisor may continue to seek high total return for several years beyond the Portfolio's target retirement date in an effort to achieve the Portfolio's overall investment objective.

Fidelity VIP Freedom 2025 Portfolio
The Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. The Portfolio is designed for investors retiring in or within a few years of 2025 at or around age 65. The Portfolio invests primarily in a combination of underlying Fidelity® domestic equity, international equity, bond, and short-term funds. The Portfolio allocates assets among the underlying Fidelity funds according to a neutral asset allocation strategy that adjusts over time and becomes increasingly conservative until it reaches an allocation similar to that of the VIP Freedom Income Portfolio℠ (approximately 10 to 19 years after the year 2025). The advisor may modify the Portfolio's neutral asset allocations from time to time when in the interests of shareholders. The advisor may use an active asset allocation strategy to increase or decrease neutral asset class exposures by up to 10% for the underlying Fidelity funds to reflect the advisor's market outlook, which is primarily focused on the intermediate term. The advisor may continue to seek high total return for several years beyond the Portfolio's target retirement date in an effort to achieve the Portfolio's overall investment objective.

Fidelity VIP Freedom 2030 Portfolio
The Portfolio seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond. The Portfolio is designed for investors retiring in or within a few years of 2030 at or around age 65. The Portfolio invests primarily in a combination of underlying Fidelity® domestic equity, international equity, bond, and short-term funds. The Portfolio allocates assets among the underlying Fidelity funds according to a neutral asset allocation strategy that adjusts over time and becomes increasingly conservative until it reaches an allocation similar to that of the VIP Freedom Income Portfolio℠ (approximately 10 to 19 years after the year 2030). The advisor may modify the Portfolio's neutral asset allocations from time to time when in the interests of shareholders. The advisor may use an active asset allocation strategy to increase or decrease neutral asset class exposures by up to 10% for the underlying Fidelity funds to reflect the advisor's market outlook, which is primarily focused on the intermediate term. The advisor may continue to seek high total return for several years beyond the Portfolio's target retirement date in an effort to achieve the Portfolio's overall investment objective.

Fidelity VIP Government Money Market Portfolio
The Portfolio seeks as high a level of current income as is consistent with preservation of capital and liquidity. The advisor normally invests at least 99.5% of total assets in cash, U.S. Government securities and/or repurchase agreements that are collateralized fully (i.e., collateralized by cash or government securities). The advisor invests in U.S. Government securities issued by entities that are chartered or sponsored by Congress but whose securities are neither issued nor guaranteed by the U.S. Treasury. The fund invests in compliance with industry-standard regulatory requirements for money market funds for quality, maturity, liquidity, and diversification of investments.

Fidelity VIP Growth Portfolio
The Portfolio seeks capital appreciation by normally investing primarily in common stocks of domestic and foreign companies that the advisor believes have above-average growth potential. The Portfolio's advisor uses a fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Fidelity VIP High Income Portfolio
The Portfolio seeks a high level of current income, while also considering growth of capital. The Portfolio normally invests primarily in income-producing debt securities, preferred stocks, and convertible securities, with an emphasis on lower-quality debt securities (those of less than investment grade quality, also referred to as high yield debt securities or junk bonds). The advisor invests in companies in troubled or uncertain financial condition and may also invest in non-income producing securities, including defaulted securities and common stocks. The advisor invests in domestic and foreign issuers. The advisor uses a fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Fidelity VIP Index 500 Portfolio
The Portfolio seeks investment results that correspond to the total return of common stocks publicly traded in the United States as represented by the S&P 500® Index. The Portfolio normally invests at least 80% of assets in common stocks included in the S&P 500 Index and lends securities to earn income.

Fidelity VIP Investment Grade Bond Portfolio
The Portfolio seeks as high a level of current income as is consistent with the preservation of capital by normally investing at least 80% of assets in medium and high quality investment grade debt securities of all types, including those issued by domestic and foreign issuers, and repurchase agreements for those securities. The Portfolio invests in lower-quality debt securities (those of less than investment grade quality, also referred to as high yield debt securities or junk bonds). The Portfolio allocates assets across different market sectors and maturities, and the advisor manages the Portfolio to have overall interest rate risk similar to the Bloomberg Barclays U.S. Aggregate Bond Index. The advisor selects investments by analyzing the credit quality of issuers, security-specific features, current and potential future valuations, and trading opportunities. The advisor engages in transactions that have a leveraging effect on the Portfolio, including investments in derivatives, such as swaps, options, and futures contracts, and forward-settling securities, to adjust the Portfolio’s risk exposure.

Fidelity VIP Mid Cap Portfolio
The Portfolio seeks long-term growth of capital by normally investing primarily in common stocks of domestic and foreign issuers. The advisor normally invests at least 80% of assets in securities of companies with medium market capitalizations, which for purposes of this Portfolio, are those companies with market capitalizations similar to companies in the Russell Midcap® Index or the S&P MidCap 400® Index. The advisor may buy growth stocks, value stocks, or both, and may potentially invest in companies with smaller or larger market capitalizations. The advisor uses a fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Fidelity VIP Overseas Portfolio
The Portfolio seeks long-term growth of capital by normally investing primarily in common stock. The Portfolio normally invests at least 80% of assets in non-U.S. securities. The Portfolio allocates investments across countries and regions. The advisor uses a fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.

Fidelity VIP Target Volatility Portfolio
The Portfolio seeks total return. The Portfolio seeks to maintain a target Portfolio volatility of 10% over a one-year period. While the advisor attempts to manage volatility, there is no guarantee that the Portfolio will maintain its target volatility. The advisor normally invests in a combination of underlying Fidelity funds, ETFs, and futures, and potentially invests up to 30% of total assets in index futures. The advisor manages underlying holdings to achieve portfolio characteristics similar to the Fidelity VIP Target Volatility Portfolio Composite Index℠ over the long-term, which is a hypothetical representation of the performance of the asset classes in which the fund intends to invest, based on combinations of the following unmanaged indexes: Dow Jones U.S. Total Stock Market Index℠ (equities); MSCI EAFE Index (international equities); Bloomberg Barclays® U.S. Aggregate Bond Index (bonds); and Bloomberg Barclays® U.S. 3 Month Treasury Bellwether Index (short-term investments). The advisor selects

investments by using proprietary fundamental and quantitative fund research, considering factors including fund performance, a fund manager's experience and investment style, and fund characteristics such as expense ratio, asset size, and portfolio turnover.

Franklin Templeton Variable Insurance Products Trust

Each fund is a series of the Franklin Templeton Variable Insurance Products Trust. Affiliates of Franklin Resources, Inc. operating as Franklin Templeton Investments, serve as the investment advisors for the funds as indicated below.

Following is a brief description of each fund. There is no guarantee that a fund will achieve its objective. **You should read each Franklin Templeton VIP fund's prospectus carefully before investing.**

Franklin Growth and Income VIP Fund

The fund seeks capital appreciation with current income as a secondary goal. Under normal market conditions, the fund invests predominantly in equity securities, including common stock, preferred stock and securities convertible into common stock. The Fund may also invest up to 20% of its net assets in debt securities. The fund may invest up to 25% of its net assets in foreign securities, including developing or emerging markets. The fund's strategy is to invest in a broadly diversified portfolio of equity securities that the fund's investment manager considers to be financially strong, with a focus on "blue chip" companies. The investment advisor is Franklin Advisers, Inc., located at One Franklin Parkway, San Mateo, CA 94403.

Franklin Income VIP Fund

The fund seeks to maximize income while maintaining prospects for capital appreciation. Under normal market conditions, the fund invests in a diversified portfolio of equity and debt securities. The fund may shift its investments from one asset class to another based on the investment manager's analysis of the best opportunities for the fund's portfolio in a given market. The equity securities in which the fund invests consist primarily of common stocks. The fund seeks income by selecting investments such as corporate, foreign and U.S. Treasury bonds, as well as stocks with dividend yields the investment manager believes are attractive. The fund may invest up to 100% of its total assets in debt securities that are rated below investment grade (also known as junk bonds), including a portion in defaulted securities. The fund may also invest up to 25% of its assets in foreign securities, either directly or through depositary receipts. The investment advisor is Franklin Advisers, Inc., located at One Franklin Parkway, San Mateo, CA 94403.

Franklin Large Cap Growth VIP Fund

The fund seeks capital appreciation. Under normal market conditions, the fund invests at least 80% of its net assets in investments of large-capitalization companies with market capitalizations within those of the top 50% of companies in the Russell 1000® Index at the time of purchase. Under normal market conditions, the Fund invests predominantly in equity securities, mostly common stocks. The Fund may also invest up to 20% of its net assets in investments of small to medium capitalization companies and a small portion of its net assets in foreign securities. The investment advisor is Franklin Advisers, Inc., located at One Franklin Parkway, San Mateo, CA 94403.

Franklin Mutual Shares VIP Fund

The fund seeks capital appreciation, with income as a secondary goal. Under normal market conditions, the fund invests primarily in U.S. and foreign equity securities the advisor believes are undervalued. The equity securities in which the fund invests are primarily common stock. To a lesser extent, the fund also invests in merger arbitrage securities and the debt and equity of distressed companies. The fund may invest a significant portion of its assets (up to 35%) in foreign securities. The fund regularly attempts to hedge against currency risks, and may also, from time to time, attempt to hedge against market risk, using a variety of derivatives. The investment advisor is Franklin Mutual Advisers, LLC, located at 101 John F. Kennedy Parkway, Short Hills, NJ 07078.

Franklin Small Cap Value VIP Fund

The fund seeks long-term total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of small capitalization companies. Small-cap companies are companies with market capitalizations not exceeding either: (1) the highest market capitalization in the Russell 2000 Index; or (2) the 12-month average of the highest market capitalization in the Russell 2000 Index, whichever is greater, at the time of purchase. The fund invests predominantly in common stocks and generally invests in equity securities that the Fund's investment manager believes are undervalued. The fund may invest up to 25% of its total assets in foreign securities. The investment advisor is Franklin Mutual Advisers, LLC, located at 101 John F. Kennedy Parkway, Short Hills, NJ 07078.

Templeton Foreign VIP Fund

The fund seeks long-term capital growth. Under normal market conditions, the fund invests at least 80% of its net assets in investments of issuers located outside the U.S., including those in emerging markets. Under normal market conditions, the fund invests predominantly in equity securities, primarily to predominantly in common stock. The fund may, from time to time, seek to hedge against currency risks, using certain derivative instruments. The investment advisor is Templeton Investment Counsel, LLC, located at 300 S.E. 2nd Street, Fort Lauderdale, FL 33301.

Templeton Global Bond VIP Fund

The fund seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration. Under normal market conditions, the fund invests at least 80% of its net assets in bonds, which include debt securities of any maturity, such as bonds, notes, bills and debentures. Under normal market conditions, the fund expects to invest at least 40% of its net assets in foreign securities, and may invest without limit in emerging or developing markets. Although the fund may buy bonds rated in any category, it focuses on investment grade bonds. The fund may invest up to 25% of its total assets in bonds that are rated below investment grade or, if unrated, determined by the investment manager to be of comparable quality. For purposes of pursuing its investment goals, the fund regularly enters into various currency related transactions involving derivative instruments. The investment advisor is Franklin Advisers, Inc., located at One Franklin Parkway, San Mateo, CA 94403.

Templeton Growth VIP Fund

The fund seeks long-term capital growth. Under normal market conditions, the fund invests predominantly in equity securities of companies located anywhere in the world, including developing markets. The equity securities in which the fund primarily invests are common stock. The fund may, from time to time, seek to hedge against currency risks using certain derivative instruments. The investment advisor is Templeton Global Advisors Limited, located at Box N-7759, Lyford Cay, Nassau, Bahamas.

Guggenheim Variable Insurance Funds (Rydex Variable Trust)

Each fund is a series of the Rydex Variable Trust. Securities Investors, LLC, which operates under the name Guggenheim Investments, is the investment advisor to each fund and is located at 702 King Farm Boulevard, Suite 200, Rockville, Maryland 20850.

Following is a brief description of the each fund. There is no guarantee that a fund will achieve its objective. **You should read each Guggenheim VT fund's prospectus carefully before investing.**

Guggenheim VT Global Managed Futures Strategy Fund (available on contracts purchased before April 24, 2015)

The fund seeks to generate positive total returns over time. The fund's investment strategy focuses on the use of a systematic, price-based statistical process to identify and profit from price trends in the global commodity, currency, equity, and fixed income markets. Upon identifying a trend, the fund takes either a long or short position in the related futures or forward contract. The fund implements targeted exposures principally through the use of futures, forwards, and swap agreements ("derivative instruments"). Under normal circumstances, the Fund will invest at least 80% of its net assets, plus any borrowings for investment purposes, in "managed futures." For these purposes, managed futures are investments in equity-linked, commodity-linked, currency-linked and financial-linked instruments, as well as U.S. government securities and money market instruments, that taken together have economic characteristics similar or equivalent to those of the listed commodity, currency and financial futures contracts described above. The fund's investments are expected to be economically tied to multiple countries at any given time, some of which may be emerging market countries. The fund may invest up to 25% of its total assets in a wholly owned and controlled Cayman Islands subsidiary. Unlike the fund, however, the subsidiary may invest to a greater extent in commodity-linked derivative instruments.

Guggenheim VT Long Short Equity Fund (available on contracts purchased before April 24, 2015)

The fund seeks long-term capital appreciation. The fund will invest, under normal circumstances, at least 80% of its assets (net assets plus the amount of borrowings for investment purposes) in long and short positions of domestic equity securities or equity-related instruments, including swaps and other derivatives that provide long or short exposure to domestic equity securities. The fund seeks to maintain long positions in instruments that provide exposure to risk factors the advisor considers to be undervalued by the equity markets and sell short instruments that provide exposure to risk factors the advisor considers to be overvalued by the equity markets. The fund will ordinarily hold simultaneous long and short positions in equity securities or securities markets that provide exposure up to a level equal to 300% of the fund's net assets for both the long and short positions. That level of exposure is obtained through derivatives, including swap agreements. The fund's overall net exposure will change as market opportunities change. The fund invests in equity securities, including small-, mid-, and large-capitalization securities, but also may invest in derivative instruments which primarily consist of swaps on baskets of selected equity securities, futures contracts, and options on securities, futures contracts, and stock indices.

Guggenheim VT Multi-Hedge Strategies Fund (available on contracts purchased before May 1, 2012)
The fund seeks long-term capital appreciation with less risk than traditional equity funds. The fund pursues multiple investment styles that correspond to investment strategies widely employed by hedge funds, including one or more variations of any or all of the following strategies: long/short equity, equity market neutral, fixed income strategies, merger arbitrage, and global macro. The fund may be long or short in a broad mix of financial assets including small, mid, and large capitalization U.S. and foreign common stocks, currencies, commodities, futures, options, swap agreements, high yield securities, securities of other investment companies, American Depositary Receipts, exchange-traded funds (ETFs), and corporate and sovereign debt. The fund may invest up to 25% of its total assets in a wholly owned and controlled Cayman Islands subsidiary. Unlike the fund, however, the subsidiary may invest to a greater extent in commodity-linked derivative instruments.

Invesco (AIM) Variable Insurance Funds
Each fund is a series of the AIM Variable Insurance Funds (Invesco Variable Insurance Funds). Invesco Advisers, Inc. is the investment adviser for each of the funds and is located at 1555 Peachtree Street, NE, Atlanta, Georgia 30309.

Following is a brief description of each fund. There is no guarantee that a fund will achieve its objective. **You should read each Invesco fund's prospectus carefully before investing.**

Invesco V.I. American Franchise Fund
The fund seeks capital growth by investing, under normal circumstances, at least 80% of its net assets (plus any borrowings for investment purposes) in securities of U.S. issuers. The fund invests primarily in equity securities of mid- and large-capitalization issuers. The principal type of equity security in which the fund invests is common stock. The fund invests primarily in securities that are considered by the fund's portfolio managers to have potential for earning or revenue growth. The fund may invest up to 20% of its net assets in securities of foreign issuers.

Invesco V.I. American Value Fund
The fund seeks to provide above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities. The fund invests, under normal circumstances, at least 80% of its net assets (plus any borrowings for investment purposes) in securities of U.S. issuers and in derivatives and other instruments that have economic characteristics similar to such securities. Under normal market conditions, the fund invests at least 65% of its net assets in equity securities of small- to mid-capitalization companies, but may also invest in larger companies. The principal type of equity security in which the fund invests is common stock. The fund may invest up to 20% of its net assets in securities of foreign issuers and depositary receipts and up to 20% of its net assets in REITs. The fund can invest in derivative instruments, including forward foreign currency contracts, futures contracts and options.

Invesco V.I. Comstock Fund
The fund seeks capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks. The fund invests, under normal circumstances, at least 80% of its net assets (plus any borrowings for investment purposes) in common stocks and in derivatives and other instruments that have economic characteristics similar to such securities. The fund may invest in securities of issuers of any market capitalization; however, a substantial number of issuers in which the fund invests are large-capitalization issuers. The fund may invest up to 10% of its net assets in REITs and up to 25% of its net assets in securities of foreign issuers, which may include securities of issuers located in emerging markets countries, and depositary receipts. The fund can invest in derivative instruments, including forward foreign currency contracts and futures contracts.

Invesco V.I. International Growth Fund
The fund seeks long-term growth of capital, by investing primarily in equity securities and depositary receipts of foreign issuers. The principal types of equity securities in which the fund invests are common and preferred stock. Under normal circumstances, the fund will provide exposure to investments that are economically tied to at least three different countries outside the U.S. The fund may also invest up to 1.25 times the amount of the exposure to emerging markets countries in the MSCI All Country World ex-U.S. Growth Index. The fund invests primarily in securities of issuers that are considered by the fund's portfolio managers to have potential for earnings or revenue growth. The fund invests primarily in the securities of large-capitalization issuers and may invest a significant amount of its net assets in the securities of mid-capitalization issuers. The fund can invest in derivative instruments including forward foreign currency contracts and futures contracts.

Invesco V.I. Mid Cap Growth Fund
The fund seeks capital growth by investing, under normal circumstances, at least 80% of its net assets (including any borrowings for investment purposes) in equity securities of mid-capitalization companies. The fund invests primarily in equity securities. The principal type of equity security in which the fund invests is common stock. The fund may invest up to 25% of its net assets in securities of foreign issuers.The fund invests primarily in securities that are considered by the fund's portfolio managers to have potential for earnings or revenue growth.

Morgan Stanley Variable Insurance Fund, Inc.
Each fund is a series of the Morgan Stanley Variable Insurance Fund, Inc. Morgan Stanley Investment Management Inc. is the investment advisor for each of the Morgan Stanley funds and is located at 522 Fifth Avenue, New York, NY 10036.

Following is a brief description of each fund. There is no guarantee that a fund will achieve its objective. **You should read each Morgan Stanley fund's prospectus carefully before investing.**

Morgan Stanley VIF Emerging Markets Debt Portfolio
The fund seeks high total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries. Under normal circumstances, at least 80% of the fund's assets will be invested in debt securities of issuers located in emerging market or developing countries. The fund's securities will be denominated primarily in U.S. dollars, but may, to a lesser extent, be denominated in currencies other than U.S. dollars. The fund may invest in fixed income securities rated below investment grade or are not rated, but are of equivalent quality. These fixed income securities are often referred to as high yield securities or junk bonds.

Morgan Stanley VIF Emerging Markets Equity Portfolio
The fund seeks long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries. The global strategists of the fund's advisors analyze the global economic environment, particularly its impact on emerging markets, and allocate the fund's assets among emerging markets based on relative economic, political and social fundamentals, stock valuations and investor sentiment. Under normal circumstances, at least 80% of the fund's assets will be invested in equity securities of issuers located in emerging market or developing countries.

Morgan Stanley VIF U.S. Real Estate Portfolio
The fund seeks to provide above average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including REITs. Under normal circumstances, at least 80% of the fund's assets will be invested in equity securities of companies in the U.S. real estate industry. The fund focuses on REITs as well as real estate operating companies that invest in a variety of property types and regions.

Northern Lights Variable Trust
The TOPS® Managed Risk Moderate Growth ETF Portfolio is a series of the Northern Lights Variable Trust. ValMark Advisers, Inc., 130 Springside Drive, Akron, OH 44333, is the investment advisor and Milliman Financial Risk Management LLC, 71 S. Wacker Drive, 31st Floor, Chicago, IL 60606, is sub-advisor for the portfolio.

Following is a brief description of the portfolio. There is no guarantee that a fund will achieve its objectives. **You should read the Portfolio's prospectus carefully before investing.**

TOPS® Managed Risk Moderate Growth ETF Portfolio
The portfolio seeks capital appreciation with less volatility than the equity markets as a whole. The portfolio employs a fund-of-funds structure that normally invests at least 80% of its assets in ETFs. The portfolio employs exchange-traded futures contracts to hedge market risk and reduce return volatility. The advisor seeks to achieve the investment objectives by allocating assets and selecting individual ETFs using the advisor's TOPS® (The Optimized Portfolio System) methodology. This methodology utilizes multiple asset classes in an effort to enhance performance and/or reduce risk (as measured by return volatility). The portfolio allocates approximately 35% of assets to fixed income ETFs and 65% of its assets to a combination of equity ETFs, REIT ETFs, and natural resource ETFs.

PIMCO Variable Insurance Trust
Each Portfolio is a series of the PIMCO Variable Insurance Trust. Pacific Investment Management Company LLC is the investment advisor to each Portfolio and is located at 650 Newport Center Drive, Newport Beach, California 92660.

Following is a brief description of each Portfolio. There is no guarantee that a Portfolio will achieve its objective. **You should read each PIMCO fund's prospectus carefully before investing.**

PIMCO All Asset Portfolio
The Portfolio seeks maximum real return, consistent with preservation of capital and prudent investment management. The Portfolio is a fund-of-funds and normally invests substantially all of its assets in the least expensive class of shares of any actively managed or smart beta funds of PIMCO Funds, PIMCO ETF Trust or PIMCO Equity Series, each an affiliated open-end investment company, except other funds of funds. The Portfolio does not invest directly in stocks or bonds of other issuers. Research Affiliates, LLC, the Portfolio's asset allocation sub-advisor, determines how the Portfolio allocates and reallocates its assets among the underlying PIMCO funds. The Portfolio seeks concurrent exposure to a broad spectrum of asset classes.

PIMCO CommodityRealReturn® Strategy Portfolio
The Portfolio seeks maximum real return, consistent with prudent investment management. "Real Return" equals total return less the estimated cost of inflation. The Portfolio normally invests in commodity-linked derivative instruments backed by a portfolio of inflation-indexed securities and other fixed income instruments. The Portfolio invests in commodity index-linked notes, swap agreements, commodity options, future and options on futures that provide exposure to the investment returns of the commodities markets, without investing directly in physical commodities. The Portfolio will seek to gain exposure to the commodity markets primarily through investments in leveraged or unleveraged commodity index-linked notes and investments in the Portfolio's wholly-owned Cayman Islands subsidiary.

PIMCO International Bond Portfolio (U.S. Dollar-Hedged)
The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management, by investing under normal circumstances at least 80% of its assets in fixed income instruments, including bonds, debt securities, and other similar instruments issued by various U.S. and non-U.S. public- or private-sector entities, that are economically tied to at least three non-U.S. countries. The Portfolio may invest, without limitation, in (i) securities and instruments tied to emerging market countries, (ii) derivative instruments, such as options, futures contracts or swap agreements, or (iii) mortgage- or asset-backed securities. The Portfolio may invest up to 10% of its total assets in high yield securities ("junk bonds") and up to 10% of its total assets in preferred stocks. The Portfolio will normally limit its foreign currency exposure (from non-U.S. dollar-denominated securities or currencies) to 20% of its total assets.

PIMCO Long-Term U.S. Government Portfolio
The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 80% of its assets in a diversified portfolio of fixed income securities that are issued or guaranteed by the U.S. Government, its agencies or government-sponsored enterprises, which may be represented by forwards or derivatives such as options, future contracts, or swap

agreements. The Portfolio will normally have a minimum average portfolio duration of eight years. The Portfolio may invest up to 10% of its total assets in preferred stocks.

PIMCO Low Duration Portfolio
The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 65% of its total assets in a diversified portfolio of fixed income instruments of varying maturities, which may be represented by forwards or derivatives, such as options, futures contracts, or swap agreements. The average portfolio duration of this Portfolio normally varies from one to three years based on the advisor's forecast for interest rates. The Portfolio may invest up to 10% of its total assets in high yield securities ("junk bonds"). The Portfolio may invest up to 30% of its total assets in securities denominated in foreign currencies, and may invest beyond this limit in U.S. dollar-denominated securities of foreign issuers. The Portfolio may invest up to 10% of its total assets in preferred stocks.

PIMCO Real Return Portfolio
The Portfolio seeks maximum real return, consistent with preservation of real capital and prudent investment management. The Portfolio normally invests at least 80% of its net assets in inflation-indexed bonds of varying maturities issued by the U.S. and non-U.S. governments, their agencies or instrumentalities and corporations, which may be represented by forwards or derivatives, such as options, futures contracts, or swap agreements. "Real Return" equals total return less the estimated cost of inflation. The Portfolio invests primarily in investment grade securities, but may invest up to 10% of its total assets in high yield securities ("junk bonds"). The Portfolio may invest up to 30% of its total assets in securities denominated in foreign currencies, and may invest beyond this limit in U.S. dollar denominated securities of foreign issuers. The Portfolio may invest up to 10% of its total assets in securities and instruments economically tied to emerging market countries, and up to 10% of its total assets in preferred stocks.

PIMCO Total Return Portfolio
The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management. The Portfolio normally invests at least 65% of its total assets in a diversified portfolio of fixed income instruments of varying maturities, which may be represented by forwards or derivatives, such as options, futures contracts, or swap agreements. The Portfolio invests primarily in investment grade securities, but may invest up to 20% of its total assets in high yield securities ("junk bonds"). The Portfolio may invest up to 30% of its total assets in securities denominated in foreign currencies, and may invest beyond this limit in U.S. dollar denominated securities of foreign issuers. The Portfolio may invest up to 15% of its total assets in securities and instruments economically tied to emerging market countries, and up to 10% of its total assets in preferred stocks, convertible securities and other equity-related securities.

Touchstone Variable Series Trust
Each fund is a series of the Touchstone Variable Series Trust. Touchstone Advisors, Inc., which is affiliated with us, advises each of the funds, along with a sub-advisor that is listed under each fund description below. The advisor is located at 303 Broadway, Suite 1100, Cincinnati, Ohio 45202.

Following is a brief description of each fund. There is no guarantee that a fund will achieve its objective. **You should read each Touchstone VST fund's prospectus carefully before investing.**

Touchstone VST Active Bond Fund
The fund seeks to provide as high a level of current income as is consistent with the preservation of capital. Capital appreciation is a secondary goal. The fund normally invests at least 80% of its assets in bonds, including mortgage-related securities, asset-backed securities, government securities and corporate debt securities. The fund primarily invests in investment-grade debt securities, but may invest up to 30% of its assets in non-investment-grade debt securities, often referred to as junk bonds and considered speculative. The fund may invest up to 20% of its total assets in foreign-issued debt denominated in either the U.S. dollar or a foreign currency. Foreign-issued debt may include debt securities of emerging market countries. The fund may invest in dollar-roll transactions and reverse repurchase agreement, and in derivatives including forwards and futures contracts, interest rate and credit default swap agreements, and options. The fund may engage in frequent and active trading. Fort Washington Investment Advisors, Inc., which is affiliated with us, is the sub-advisor for the fund and is located at 303 Broadway, Suite 1200, Cincinnati, OH 45202.

Touchstone VST Focused Fund
The Touchstone VST Focused Fund seeks capital appreciation. The fund invests, under normal market conditions, at least 80% of its assets in equity securities. The fund may invest in companies of any market capitalization in seeking to achieve its investment goal. The sub-advisor seeks to invest in companies that are trading below its estimate of the companies' intrinsic value and have a sustainable competitive advantage or a high barrier to entry in place. The fund will generally hold 25 to 40 companies with residual cash and equivalents expected to represent less than 10% of the fund's net assets. The fund may invest up to 35% of its assets in securities of foreign issuers. The fund may also invest in securities of emerging market countries. The fund is non-diversified and may invest a significant percentage of its assets in the securities of a single company. The fund may also engage in frequent and active trading. Fort Washington Investment Advisors, Inc., which is affiliated with us, is the sub-advisor for the fund and is located at 303 Broadway, Suite 1200, Cincinnati, OH 45202.

Touchstone VST Large Cap Core Equity Fund
The fund seeks long-term capital growth. The fund invests, under normal market conditions, at least 80% of its total assets in common stocks of large-capitalization U.S. listed companies. The sub-advisor seeks to purchase financially stable large-cap companies that it believes are consistently generating high returns on unleveraged operating capital, run by shareholder-oriented management, and trading at a discount to the company's respective private market values. The fund's portfolio will generally consist of 30 to 40 securities. London Company of Virginia, LLC d/b/a The London Company, 1800 Bayberry Court, Suite 301, Richmond, VA 23226, is the sub-advisor for the fund.

Touchstone VST ETF Funds
The Touchstone VST ETF Funds (ETF Funds) are mutual funds that invest their respective assets in various ETFs. Each ETF Fund is a fund-of-funds and bears a proportionate share of the expenses charged by the underlying ETFs in which it invests. You can invest directly in ETFs and do not have to invest through a variable annuity or mutual fund.

Each ETF Fund allocates its assets among a group of underlying ETFs in different percentages. Therefore, each ETF Fund has different indirect asset allocations of stocks, bonds, and cash, reflecting varying degrees of potential investment risk and reward for different investment styles and life stages. Because of market gains or losses by the underlying ETFs, the percentage of any of the ETF Fund's assets invested in stocks or bonds at any given time may be different than that ETF Fund's planned asset allocation model. Wilshire Associates Incorporated, 1299 Ocean Ave, #700, Santa Monica, CA 90401, is the sub-advisor for the ETF Funds.

Touchstone VST Aggressive ETF Fund
The fund seeks capital appreciation. The fund invests primarily in a group of funds designed for capital appreciation using a system that prescribes allocations among asset classes intended to minimize expected risk and to optimize potential returns. Under normal market conditions, the sub-advisor typically invests about 20% of the fund's assets in bonds and 80% in stocks.

Touchstone VST Conservative ETF Fund
The fund seeks primarily income and secondarily capital appreciation. The fund invests primarily in a group of funds designed predominantly for income and secondarily for capital appreciation using a system that prescribes allocations among asset classes intended to minimize expected risk and to optimize potential returns. Under normal market conditions, the sub-advisor typically invests about 60% of the fund's assets in bonds and 40% in stocks.

Touchstone VST Moderate ETF Fund
The fund seeks primarily capital appreciation and secondarily income. The fund invests primarily in a group of funds designed predominantly for capital appreciation and secondarily for income using a system that prescribes allocations among asset classes intended to minimize expected risk and to optimize potential returns. Under normal market conditions, the sub-advisor typically invests about 40% of the fund's assets in bonds and 60% in stocks.

Static Asset Allocation Models

We may offer one or more asset allocation models in connection with your variable annuity at no extra charge. Asset allocation is the process of investing in different asset classes – such as equity funds, fixed income funds, and alternative funds – depending on your personal investment goals, tolerance for risk, and investment time horizon. By spreading your money among a variety of asset classes, you may be able to reduce the risk and volatility of investing, although there are no guarantees.

We have no discretionary authority or control over your choice of Variable Account Options or your other investment decisions. We may make available educational information and materials, such as a risk tolerance questionnaire, that may help you select an asset allocation model, but we do not recommend asset allocation models or otherwise provide advice about whether an asset allocation model may be appropriate for you.

Our asset allocation models are "static." Although we may change or terminate asset allocation models we are offering to new contract purchasers, we will not change your allocations unless you advise us to do so. You will **not** be notified if the models are terminated or changed. You will **not** be provided with information regarding any terminations or changes to the asset allocation models. If you elect to invest using an asset allocation model, and if you elect automatic rebalancing, we will continue to rebalance your percentage allocations among the Variable Account Options in your existing model.

You should consult your investment professional periodically to consider whether any model you have selected is still appropriate for you. You may choose to invest in an asset allocation model or change your Investment Options and asset allocation at any time.

Asset allocation does not ensure a profit, guarantee that your Account Value will increase or protect against a decline if market prices fall. An asset allocation model may not perform as intended. Any asset allocation models offered are based on then available Variable Account Options. We may discontinue the program or add, eliminate, or change the models at any time.

The Fixed Accounts

Our Fixed Accounts are offered through a non-unitized separate account, which supports the Guaranteed Rate Options (GROs) and Systematic Transfer Options (STOs) for this annuity contract. Our General Account (the account that contains all of our assets other than those held in separate accounts) supports the portion of the Death Benefit, the Annuity Benefit, and any guarantees offered under a Rider (a supplement to your contract or additional feature that provides an optional benefit at an additional cost) that are in excess of Account Value. The non-unitized separate account and the General Account are not registered under the Securities Act of 1933 or the 1940 Act. Disclosures regarding the Fixed Accounts, the General Account and the non-unitized separate account are subject to certain provisions of the federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

Guaranteed Rate Options

We currently offer GROs with Guarantee Periods of five, seven and ten years. Each GRO matures at the end of the Guarantee Period you have selected. We can change the Guarantee Periods available for renewal at any time. Each contribution or transfer to a GRO establishes a new GRO for the Guarantee Period you choose at the guaranteed interest rate that we declare as the current rate (Guaranteed Interest Rate). When you put a contribution or transfer into a GRO, a Guaranteed Interest Rate is locked in for the entire Guarantee Period you select. We credit interest daily at an annual effective rate equal to the Guaranteed Interest Rate. If your contract is issued in the state of Washington, the GROs are not available.

The value of a contribution or transfer to your GRO is called the GRO Value. Assuming you have not transferred or withdrawn any amounts from your GRO, the GRO Value will be the amount you contributed or transferred plus interest at the Guaranteed Interest Rate, less any annual administrative charge and optional benefit charges that may apply.

We may declare an enhanced rate of interest in the first year for any contribution or transfer allocated to a GRO that exceeds the Guaranteed Interest Rate credited during the rest of the Guarantee Period. This enhanced rate will be declared at the time of your allocation and guaranteed for the first year of the Guarantee Period. We may also declare and credit a special interest rate or additional interest at any time on any nondiscriminatory basis.

If you have more than one GRO with the same Guarantee Period, the GROs are considered one GRO for Account Value reporting purposes. For example, when you receive a statement from us, all of your five-year GROs will be shown as one GRO while all of your seven-year GROs will appear as another GRO, even though they may have different maturity dates and different interest rates. However, you will receive separate notices concerning GRO renewals for each contribution or transfer you have made, since each contribution or transfer will have a different maturity date.

All contributions or transfers you make to a GRO are placed in a non-unitized separate account. The value of your GROs is supported by the reserves in our non-unitized separate account.

Renewals of GROs

We will notify you in writing before the end of your GRO Guarantee Period. You must tell us before the end of your Guarantee Period if you want to transfer your GRO Value to one or more Variable Account Options or other GROs. We will make your transfer to the new Investment Options, including any new Guarantee Period you elect, when we receive your election in Good Order at our Administrative Office, even if the previous Guarantee Period has not ended. You can get our current Guaranteed Interest Rates by calling our Administrative Office.

If we do not receive instructions in Good Order at our Administrative Office before the end of the Guarantee Period, when the Guarantee Period ends we will set up a new GRO for the same Guarantee Period as your old one, if available, at the then-current Guaranteed Interest Rate. If the same Guarantee Period is not available:

- For contracts issued in **Florida, Illinois, Maryland, Massachusetts, Minnesota, Pennsylvania, South Carolina, Texas, Utah or Virginia**, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next shorter duration. If no shorter duration is available, we will transfer the Account Value in your maturing GRO to the Fidelity VIP Government Money Market Portfolio.

  If your Account Value is transferred to the Money Market Portfolio, it will be subject to **risk of loss, including loss of principal.** If you choose to allow any Account Value in a maturing GRO to go into the Fidelity VIP Government Money Market Portfolio, you should read the fund's prospectus and understand the risks before investing. The Fidelity VIP Government Money Market Portfolio charges management fees and other expenses that are deducted from the fund. Also, the Mortality and Expense Risk charge for your variable annuity will be deducted from the Account Value invested in the Fidelity VIP Government Money Market Portfolio, as with all of the Variable Account Options.

- For contracts issued in any state other than those states listed above, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next shorter duration. If no shorter duration is available, we will transfer the Account Value in your maturing GRO to a new available Guarantee Period with the next longer duration. For example, if your maturing GRO was a three-year GRO and when it matures, only the five-year, seven-year or ten-year GROs are available, your new GRO will be for five years.

You cannot renew into a GRO that would mature after your Maximum Retirement Date.

Market Value Adjustments

A Market Value Adjustment (MVA) is an adjustment, either up or down, that we make to your GRO Value if you surrender your contract, make a partial withdrawal or transfer from your GRO, or elect an Annuity Benefit, before the end of the Guarantee Period. An MVA also applies to a Distribution on Death of the owner before the end of the Guarantee Period, but not on the payment of Death Benefits (paid after the death of the Annuitant). No MVA applies to partial withdrawals up to the Free Withdrawal Amount at any time. No MVA applies to partial withdrawals or transfers, election of Annuity Benefits or calculations of Distributions on Death, within 30 days of the expiration of the GRO Guarantee Period. The MVA does not apply to partial withdrawals taken to meet required minimum distributions under the Tax Code as long as you do not take additional partial withdrawals during the Contract Year that exceed any remaining Free Withdrawal Amount. The GRO Value after the MVA is applied, the Adjusted Account Value, may be higher or lower than the GRO Value before the MVA is applied.

The MVA we apply to your GRO Value is based on the changes in our Guaranteed Interest Rates. Generally, if our Guaranteed Interest Rates have increased since the time of your contribution or transfer to the GRO, the MVA will reduce your GRO Value. On the other hand, if our Guaranteed Interest Rates have decreased since the time of your contribution or transfer, the MVA will generally increase your GRO Value.

The MVA for a GRO is determined by the following formula[8]:

MVA = GRO Value x $[(1 + A)^{N/12} / (1 + B + .0025)^{N/12} - 1]$, where

A is the Guaranteed Interest Rate being credited to the GRO subject to the MVA;

B is the current Guaranteed Interest Rate, as of the effective date of the application of the MVA, for current allocations to a GRO, the length of which is equal to the number of whole months remaining in your GRO. Subject to certain adjustments, if that remaining period is not equal to an exact period for which we have declared a new Guaranteed Interest Rate, **B** will be determined by a formula that finds a value between the Guaranteed Interest Rates for GROs of the next highest and next lowest Guarantee Period; and

N is the number of whole months remaining in your GRO.

If the remaining term of your GRO is 30 days or less, the MVA for your GRO will be zero. If for any reason we are no longer declaring current Guaranteed Interest Rates, then to determine **B** we will use the yield to maturity of United States Treasury Notes with the same remaining term as your GRO. If that remaining period is not equal to an exact term for which there is a United States Treasury Note, **B** will be determined by a formula that finds a value between the yield to maturity of the next highest and next lowest term, subject to certain adjustments. Any enhanced rate, special interest rate or additional interest credited to your GRO will be separate from the Guaranteed Interest Rate and will not be used in the MVA formula.

The MVA formula contains a factor of .0025. This represents a payment to us for the cost of processing the withdrawal and MVA. We receive this portion whether the MVA increases or decreases the GRO Value.

See Appendix C for illustrations of the MVA.

<u>Systematic Transfer Options</u>

We offer STOs that provide a fixed interest rate guaranteed for the STO period selected and paid on your contributions while they are in the STO. Available STO periods are six months and one year. All STO contributions will be transferred into the Variable Account Options within either six months or one year of your STO contribution, depending on which STO you select. We do not allow transfers from a STO to a GRO. We require a minimum contribution to the STO of $6,000 to fund the six-month STO or $12,000 to fund the one-year STO. We will automatically transfer equal amounts monthly for the six-month STO and either monthly or quarterly for the one-year STO.

The STOs are available for new contributions only. You cannot transfer from other Investment Options into the STOs. We do not accept Systematic Contributions into the STOs. See "Systematic Transfer Program" in Part 9 for more details.

Part 4 – Deductions and Charges

Mortality and Expense Risk Charge

We deduct a daily charge equal to an annual effective rate of 1.55% of your Account Value in the Variable Account Options to cover mortality and expense risk and certain administrative expenses. A portion of the 1.55% pays us for assuming the mortality risk and the expense risk under the contract. The mortality risk, as used here, refers to our risk that Death Benefits are greater than anticipated, or that annuitants, as a class of persons, will live longer than estimated and we will be required to pay out more Annuity Benefits than anticipated. The expense risk is our risk that the expenses of administering the contract will exceed the annual administrative charge discussed in the next section.

[8] The formula for contracts issued in Pennsylvania is MVA = GRO Value x $[(1 + A)^{N/12} / (1 + B)^{N/12} - 1]$.

Expenses of administering the contracts include, without limitation, processing applications; issuing contracts; processing customer orders, and other requests; making investments to support fixed accounts, death benefits, and living benefits; providing regular reports to customers; providing reports and updates to regulators; maintaining records for each contract owner; administering income payments; furnishing accounting and valuation services (including the calculation and monitoring of the daily Unit Values); reconciling and depositing cash receipts; drafting and filing forms; and research and development. The administration expense may also reimburse us for the costs of distribution of this variable annuity.

We expect to make a profit from this fee. The mortality and expense risk charge cannot be increased without your consent.

Annual Administrative Charge

We charge an annual administrative charge of $30, which is deducted on the last day of the Contract Year if your Account Value is less than $50,000 on that day. This charge is taken pro rata from your Account Value in each Investment Option. The part of the charge deducted from the Variable Account Options reduces the number of Units you own. The part of the charge deducted from the Fixed Accounts is withdrawn in dollars. The annual administrative charge is pro-rated if, during a Contract Year, you surrender the contract, select an Annuity Benefit or upon the calculation of a Death Benefit or Distribution on Death of owner. Confirmation of this regular fee transaction will appear on your quarterly statement.

The annual administrative charge helps offset the expenses of administering the contracts discussed in the section just above this one, titled “Mortality and Expense Risk Charge.”

Reduction of the Mortality and Expense Risk Charge or Annual Administrative Charge

We can reduce or eliminate the mortality and expense risk charge or the annual administrative charge for individuals or groups of individuals if we anticipate expense savings. We may do this based on the size and type of the group or the amount of the contributions. We will not unlawfully discriminate against any person or group if we reduce or eliminate these charges.

Portfolio Charges

The Variable Account Options buy shares of the corresponding Portfolios at each Portfolio's net asset value. The price of the shares reflects investment management fees and other expenses that have already been deducted from the assets of the Portfolios. Please refer to Appendix G and the individual Portfolio prospectuses for complete details on Portfolio expenses and related items.

We receive payments from the Portfolios or their investment advisors or distributors discussed in Part I, section titled “Fees and Expense Tables and Summary.” These fees may affect the total Portfolio expenses and may increase the expenses of the Portfolios.

Withdrawal Charge

If you withdraw your contributions, you may be charged a withdrawal charge of up to 8%. The amount of the withdrawal charge is a percentage of each contribution withdrawn and not of the Account Value. The charge varies, depending upon the "age" of the contributions included in the withdrawal—that is, the number of years that have passed since each contribution was made.

Contribution Year	Charge as a Percentage of the Contribution Withdrawn
1	8%
2	7%
3	6%
4	5%
5	4%
6	3%
7	2%
thereafter	0

When you take a withdrawal, the oldest contribution is treated as the first withdrawn, then next oldest and so on. Any gain or earnings in your contract come out only after an amount equal to all your contributions, and any applicable charges on those contributions, is withdrawn. Please note, however, that for federal income tax purposes, withdrawals are generally considered gain first. See Part 8.

Because withdrawal charges apply to your contributions, if your Account Value has declined due to poor performance of your selected Variable Account Options or you have taken previous withdrawals, including the Free Withdrawal Amount, the withdrawal charge may be greater than the amount available for withdrawal. In some instances, your Account Value may be positive, but you will not have money available to withdraw due to the amount of the withdrawal charge still applicable to your contributions. Withdrawal charges apply to the withdrawal charge amount itself since this amount is part of the Account Value withdrawn.

Partial withdrawals up to the Free Withdrawal Amount of 10% are not subject to the withdrawal charge. More details on the Free Withdrawal Amount are in Part 5, in the section titled "Withdrawals."

We will not deduct a withdrawal charge from:

- the Death Benefit paid on the death of the Annuitant; or
- a withdrawal used to buy an immediate Annuity Benefit from us after the first Contract Anniversary with either (i) a life contingency, or (ii) a period certain that provides for fixed payments over at least five years. (Some periods certain may not be available, in which case you will have to select a longer period from the available periods.)

If a withdrawal of a contribution would be subject to a withdrawal charge, we do not allow you to transfer that contribution to another annuity or other investment under Section 1035 of the Tax Code or as a trustee-to-trustee transfer of a Qualified Annuity. For more information, see Part 8, section titled “Exchanges and Transfers.”

For more information and examples of the application of a withdrawal charge, see Appendix B.

Reduction or Elimination of the Withdrawal Charge

We can reduce or eliminate the withdrawal charge for individuals or a group of individuals if we anticipate expense savings. We may do this based on the size and type of the group, the amount of the contribution, or the group’s relationship with us. Examples of these relationships would include being an employee of Integrity Life or an affiliate, receiving distributions or making internal transfers from other contracts we issued, or transferring amounts held under qualified plans that we, or our affiliate, sponsored. We will not unlawfully discriminate against any person or group if we reduce or eliminate the withdrawal charge.

Hardship Waiver

We may waive the withdrawal charge on full or partial withdrawal requests of $1,000 or more under a hardship circumstance. We may also waive the MVA on any amounts withdrawn from the GROs. Hardship circumstances may include the owner's (1) confinement to a nursing home, hospital or long-term care facility, (2) diagnosis of terminal illness with any medical condition that would result in death or total disability, and (3) unemployment for at least 180 consecutive days. (The hardship waiver does not include unemployment on contracts issued in Indiana, Montana, New Jersey, Texas and Washington.) We can require reasonable notice and documentation including, but not limited to, a physician's certification and Determination Letter from a State Department of Labor. The waivers of the withdrawal charge and MVA apply to the owner, not to the Annuitant. If there are joint owners and either meets the requirements, the waiver will be applied. The hardship waiver is not available on contracts issued in South Dakota.

Commission Allowance and Additional Payments to Distributors

We generally pay a commission to the sales representative equal to a maximum of 7.50% of contributions and up to 1.00% trail commission paid on Account Value starting as early as the second Contract Year. Commissions may vary due to differences between states, sales channels, sales firms and special sales initiatives.

A broker-dealer or financial institution that distributes our variable annuity contracts may receive additional compensation from us for training, marketing or other services provided. These services may include special access to sales staff and advantageous placement of our products. We do not make an independent assessment of the cost of providing such services.

Integrity Life has agreements with some broker-dealer firms under which we pay varying amounts, but no more than 0.25% of Account Value, for enhanced access to their registered representatives. This payment to broker-dealer firms is separate from and in addition to brokerage commissions paid to our distributors from your Distribution Charge. The broker-dealer firms are BBVA Securities, Inc., BOK Financial Securities, Inc., Cetera Investment Services LLC, Commerce Brokerage Services, Inc., CUSO Financial Services, LP, Frost Brokerage Services, Inc., Hancock Investment Services, Inc., Infinix Investments, Inc., LPL Financial LLC, M&T Securities, Inc., PNC Investments LLC, and US Bancorp Investments, Inc.

Depending on the arrangements in place at any particular time, a broker-dealer, and the registered representatives associated with it, may have a financial incentive to recommend a particular variable annuity contract. This could create a conflict of interest between the broker-dealer or registered representative and the customer. These payments could provide incentive to a broker-dealer or registered representative to recommend a Contract that is not in your best interest. You can find more about additional compensation in the Statement of Additional Information.

Optional Benefit Charges

You may purchase one of the Riders offered with this contract, which provide optional benefits for an additional cost. The additional cost of each Rider, along with complete details about the benefits, is provided in Part 6.

Transfer Charge

You have 12 free transfers during a Contract Year. We charge $20 for each additional transfer during that Contract Year. Transfers under our Dollar Cost Averaging, Customized Asset Rebalancing, or Systematic Transfer Programs described in Part 9 do not count toward the 12 free transfers and we do not charge for transfers made under these programs.

Tax Reserve

In the future, we may charge for taxes or set aside reserves for taxes, which will reduce the investment performance of the Variable Account Options.

State Premium Tax

We will not deduct state premium taxes from your contributions before investing them in the Investment Options, unless required by your state law. If you elect an Annuity Benefit, we will deduct any applicable state premium taxes from the amount available for the Annuity Benefit. State premium taxes currently range from 0% to 3.5%.

Part 5 – Terms of Your Variable Annuity

Purchasing the Contract

If you wish to purchase this annuity contract, you must apply for it through an authorized sales representative. The sales representative will send your completed application to us, and we will decide whether to accept or reject it. If we accept your application, we will issue a contract and send it to you either directly or through your sales representative.

To apply for this contract, you must be of legal age to enter into a contractual relationship under applicable state law, generally 18 years old. You must be no older than 85 at the time of application.

Contributions

Minimum initial contribution	$ 1,000
Minimum additional contribution[9]	$ 100
Maximum total contributions	$ 1,000,000 if the Annuitant is age 75 or younger $ 500,000 if the Annuitant is age 76 or older

Different contribution limits apply if you select a GLIA or GLIA Plus Rider. See Part 6. If your contract is a Qualified Annuity, we will measure your additional contributions against any maximum limits for annual contributions set by federal law. If your contract is a Qualified Annuity, and you transfer or roll over money in the calendar year on or after you reach age 70½, you must take your required minimum distributions for the current calendar year before you purchase this contract. See Part 8, section titled “Tax-Favored Retirement Programs” for more information about required minimum distributions. We may issue the contract for less than the minimum initial contribution if we receive an application that indicates the total amount of a transfer or rollover from multiple sources will reach the minimum initial contribution amount. We may also issue the contract for up to 10% less than the minimum initial contribution indicated above.

<u>Initial Contributions</u>
We will invest your contributions in the Investment Options you select on your application. We will use your initial contribution allocated to the Variable Account Options to purchase Units at the Unit Value determined no later than two Business Days after we receive the contribution and your complete application in Good Order at our Administrative Office. If the application is not in Good Order, we may retain the initial contribution for up to five Business Days while attempting to complete it. If the application is not in Good Order within five Business Days, you will be informed of the reason for the delay. We will return the initial contribution to you unless you specifically allow us to hold the contribution until the application is completed. You cannot purchase this contract using death benefits from another annuity that are rolled over, transferred or exchanged under §1035 of the Tax Code.

<u>Additional Contributions</u>
We will credit each additional contribution on the Business Day we receive it in Good Order at our Administrative Office. We will use contributions allocated to Variable Account Options to purchase Units at the Unit Value as of the next close of the New York Stock Exchange.

We will invest each additional contribution according to the allocation we have on record as your “future allocation.” You can change your future allocation for additional contributions at any time by writing to the Administrative Office. The request must include your contract number, the new allocation and your signature. When we receive it at our Administrative Office, the change will be effective for any contribution that accompanies it and for all future contributions. We can also accept allocation changes by telephone. See "Transfers" in Part 5. Different rules apply to GLIA and GLIA Plus Investment Strategies. See Part 6.

We will accept additional contributions at any time through age 92. We may refuse additional contributions if: (1) we previously discontinued accepting additional contributions into the annuity contract or any Investment Option; (2) the additional contribution does not meet our minimum additional contribution amount or exceeds our maximum

[9] If your contract is issued in the state of Washington, you may make additional contributions only during the first Contract Year.

contribution amount for the annuity contract or for a specific Investment Option; or (3) for any reason allowed by law.

Allocations on Record

Changing your future allocation does not change the current allocation of your Account Value or the allocation used for rebalancing, if any. You must provide specific instructions if you wish to change your current allocation or rebalancing allocation. You should review your allocations periodically to ensure they still meet your investment goals and needs.

Units in Our Separate Account

Your investment in the Variable Account Options is used to purchase Units. On any given day, the value you have in a Variable Account Option is the number of Units you own in that Variable Account Option multiplied by the Unit Value. The Units of each Variable Account Option have different Unit Values.

Units are purchased when you make new contributions or transfer amounts to a Variable Account Option. Units are redeemed (sold) when you make withdrawals or transfer amounts out of a Variable Account Option into a different Investment Option. We also redeem Units to pay the Death Benefit when the Annuitant dies, to make a Distribution on Death of owner, to pay the annual administrative charge, to pay for certain optional benefits and to purchase an Annuity Benefit. The number of Units purchased or redeemed in any Variable Account Option is calculated by dividing the dollar amount of the transaction by the Variable Account Option's Unit Value, calculated as of the next close of business of the New York Stock Exchange.

If we make a mistake in executing any purchase or redemption, we will reprocess, if necessary, any trades made in error and ensure that you receive the correct Unit Values. We will put you in the same position you otherwise would have been in. Depending on the change in Unit Values between the error and correction, we may experience a gain or loss as a result of any reprocessing.

The Unit Values of the Variable Account Options fluctuate with the investment performance of the corresponding Portfolios, which reflects the investment income, realized and unrealized capital gains and losses of the Portfolios, as well as the Portfolio's expenses.

How We Determine Unit Value

We determine Unit Values for each Variable Account Option after the close of business of the New York Stock Exchange, which is normally 4 p.m. Eastern Time on each Business Day. The Unit Value of each Variable Account Option for any Business Day is equal to the Unit Value for the previous Business Day, multiplied by the net investment factor for that Variable Account Option on the current Business Day. We determine a net investment factor for each Variable Account Option as follows:

- First, we take the value of the Portfolio shares that belong to the corresponding Variable Account Option at the close of business that day. For this purpose, we use the share value reported to us by the Portfolios.
- Next, we add any dividends or capital gains distributions by the Portfolio on that day.
- Then we charge or credit for any taxes or amounts set aside as a reserve for taxes.
- Then we divide this amount by the value of the Portfolio shares that belong to the corresponding Variable Account Option at the close of business on the last day that a Unit Value was determined.
- Finally, we subtract the mortality and expense risk charge for each calendar day since the last day that a Unit Value was determined (for example, a Monday calculation will include charges for Saturday and Sunday). The daily charge is an amount equal to an annual effective rate of 1.55%.

Generally, this means that we adjust Unit Values to reflect the investment performance of the Portfolios and the mortality and expense risk charge.

Transfers

You may transfer all or any part of your Account Value among the Variable Account Options and the GROs, subject to our transfer restrictions:

- The amount transferred must be at least $250 or, if less, the entire amount in the Investment Option.
- Transfers into a GRO will establish a new GRO for the Guarantee Period you choose at the then-current Guaranteed Interest Rate.
- Transfers out of a GRO more than 30 days before the end of the Guarantee Period are subject to an adjustment of the value called an MVA. See Part 3.
- Transfers within or among GLIA or GLIA Plus Investment Strategies are restricted. See Part 6.

If you reallocate some or all of your Account Value invested in the Variable Account Options and the GROs at one time, it will count as one transfer.

You have 12 free transfers during a Contract Year. After this limit is reached, we charge $20 for each additional transfer during that Contract Year. See Part 4, section titled “Transfer Charge.”

You may request a transfer by writing to our Administrative Office at the address in the Glossary. Mail sent to any other address may not be in Good Order. Each request for a transfer must be signed by you and specify:

- the contract number,
- the amounts to be transferred, and
- the Investment Options to and from which amounts are to be transferred.

If one portion of a transfer request involving multiple Investment Options violates our policy or is not in Good Order, the entire transfer request will not be processed.

You may also request transfers through our telephone transfer service using your personal identifiers. We will honor telephone transfer instructions from any person who provides correct identifying information. We are not responsible for fraudulent telephone transfers we believe to be genuine according to these procedures. Accordingly, you bear the risk of loss if unauthorized persons make transfers on your behalf. You may request telephone transfers from 9:00 a.m. to 5:00 p.m. Eastern Time on any day we are open for business. We do not guarantee that we will be able to accept transaction instructions via telephone at all times, and we reserve the right to limit, restrict or terminate telephonic transaction privileges at any time.

If we receive your transfer request in Good Order at our Administrative Office before the close of regular trading on the New York Stock Exchange (normally, 4:00 p.m. Eastern Time) on a Business Day, you will receive the Unit Values for the Variable Account Options as of the close of business on that same day. Transfer requests for Variable Account Options received by us at or after the close of regular trading on the New York Stock Exchange (normally, 4:00 p.m. Eastern Time) on a Business Day, or anytime on a day other than a Business Day, will be processed using Unit Values as of the close of business on the next Business Day. We will confirm all transfers in writing.

A transfer request or a reallocation of your Account Value does not change your future allocation or rebalancing allocation on file. You must provide specific instructions if you wish to change these allocations.

Different rules apply to GLIA and GLIA Plus Investment Strategies. See Part 6.

Excessive Trading

We reserve the right to limit the number of transfers in any Contract Year or to refuse any transfer request for an owner or certain owners if we are informed by one or more of the Portfolios that the purchase or redemption of shares is to be restricted because of excessive trading, or that a specific transfer or group of transfers is expected to have a detrimental effect on share prices of affected Portfolios.

We reserve the right to modify these restrictions or to adopt new restrictions at any time and in our sole discretion.

We will notify you or your designated representative if your requested transfer is not made. Current SEC rules preclude us from processing your request at a later date if it is not made when initially requested. **Accordingly, you will need to submit a new transfer request in order to make a transfer that was not made because of these limitations.**

Specific Notice Regarding the Use of this Annuity for Market Timing or Frequent Trading

This contract is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the stock market. Any individual or legal entity that intends to engage in stale price arbitrage, utilize market timing practices or make frequent transfers to take advantage of inefficiencies in mutual fund pricing or for any other reason should not purchase this contract. These abusive or disruptive transfers can have an adverse effect on management of a Portfolio, increase Portfolio expenses and affect Portfolio performance.

The following policies for transfers between Investment Options are designed to protect contract owners from frequent trading activity. However, we may not be able to detect all frequent trading, and we may not be able to prevent transfers by those we do detect. As detecting frequent trading and preventing its recurrence is, in many circumstances, a reactive response to improper trading, we cannot guarantee, despite our policies and procedures, that we will detect all frequent trading in our contracts, prevent all frequent trading and prevent all harm caused by frequent trading.

1. *Prohibited Transfers*. Under normal market conditions, we will refuse to honor the following transfer requests:

   - a transfer request into an International or High Yield Variable Account Option (as defined by us) if, within the preceding five Business Days, there was a transfer out of the same Variable Account Option;

   - a transfer request out of an International or High Yield Variable Account Option if, within the preceding five Business Days, there was a purchase or transfer into the same Variable Account Option.

2. *Allowable Transfers Accompanying a Prohibited Transfer*. We cannot honor an otherwise allowable transfer request if it is made at the same time or accompanies a request for a Prohibited Transfer.

3. *Notification*. We will notify you if your requested transfer is not made.

4. *Suspension or Revocation of Same-Day Transfer Privileges.* If you, as owner (or agents acting on your behalf) engage in market timing or excessive trading, as determined by a Portfolio’s investment advisor in its sole discretion, you may have your same-day transfer privileges suspended or revoked in accordance with the Portfolio’s policies set forth in its prospectus.

   - If your same-day transfer privileges are revoked, you will be required to submit all future transfer requests by U.S. mail or overnight delivery service. Transfer requests made by telephone, Internet, fax, same-day mail or courier service will not be accepted.

   - In addition, if you wish to cancel a transfer request, your cancellation request must also be in writing and received by U.S. mail or overnight delivery service. The cancellation request will be processed as of the day it is received.

5. *20 Investment Option Transfers Permitted.* You may submit 20 Investment Option transfers each Contract Year for each contract by U.S. mail, Internet, telephone request, or fax.

   - All requests for transfers among your Investment Options in excess of 20 per Contract Year must be submitted by regular U.S. mail or overnight delivery. Transfer requests made by telephone, Internet, fax, same day mail or courier service will not be accepted, and Internet trading privileges will be suspended. If you want to cancel a written Investment Option transfer, you must also cancel it in writing by U.S. mail or overnight delivery service. We will process the cancellation request as of the day we receive it.

- Upon reaching your next Contract Anniversary, you will again be provided with 20 Investment Option transfers. The number of allowable Investment Option transfers is not cumulative and may not be carried over from year to year.

- Transfers made under our Dollar Cost Averaging Program, Systematic Transfer Option Program, Customized Asset Rebalancing Program, or other related programs we may offer are not counted toward the 20 Investment Option transfer limitation. If we or a Portfolio's investment advisor determine in our sole discretion that you are manipulating these or similar programs to circumvent our transfer policies, we may take any action that we deem appropriate to stop this activity. This could include (but is not limited to) revoking your same-day transfer privileges or your ability to utilize these programs.

Conformity with these policies does not necessarily mean that trading will not be deemed to constitute market timing. If it is determined by us or by a Portfolio's investment advisor, in our sole discretion, that you are attempting to engage in improper trading, your same-day transfer privileges may be suspended or revoked. We may reverse transactions made in violation of our market timing or frequent trading policies. We will take into consideration any information, data and directives provided to us by the Portfolios' investment advisors regarding improper trading.

We have entered into agreements with each Portfolio company as required by Rule 22c-2 of the 1940 Act. The agreements require us to engage in certain monitoring and reporting of trading activity and bind us to implement instructions from the Portfolio if its frequent trading policies are violated or if the Portfolio determines, in its sole discretion, that disruptive trading has occurred. If we are notified by a Portfolio's investment advisor that the frequency or size of trades by an individual or group of individuals is disruptive to the management of the Portfolio, and the investment advisor rejects a trade or restricts further trading in that Portfolio by the individual or group, we will comply with that request promptly. We will reject a trade or impose the Portfolio's investment advisor's restriction even if the transactions otherwise conform to our policies. We do not grant waivers of these policies to particular investors or classes of investors.

We may modify these restrictions at any time in our sole discretion.

Withdrawals

You may make withdrawals as often as you wish. Each non-systematic withdrawal must be at least $300. Unless you request a withdrawal from a specific Investment Option, we will take the withdrawal from your Investment Options pro rata, in the same proportion their value bears to your total Account Value. For example, if your Account Value is divided in equal 25% shares among four Investment Options, when you make a withdrawal, 25% of the Account Value withdrawn will come from each of your four Investment Options. For purposes of this pro rata calculation, the total Account Value in all GROs of the same duration or all STOs of the same duration will be treated as one Investment Option. The portion of the money coming from more than one GRO or STO of the same duration will be withdrawn first from the oldest GRO or STO. For information on systematic withdrawals, see Part 9.

We process withdrawals when we receive your request in Good Order at our Administrative Office. When you take a withdrawal from a Variable Account Option, Units are redeemed at the Unit Value as of the next close of the New York Stock Exchange.

For partial withdrawals, the total amount deducted from your Account Value will include:

- the withdrawal amount requested,
- plus or minus any MVA that applies (see Part 3, section titled "Market Value Adjustments"),
- plus any withdrawal charge that applies (see Part 4, section titled "Withdrawal Charge").

The net amount you receive will be the amount you requested, less any applicable tax withholding. Generally, withdrawals you make before you are 59½ years old are subject to a 10% federal tax penalty. If your contract is part of a tax-favored retirement plan, the plan may limit your withdrawals. See Part 8.

Withdrawals are attributed to your Account Value in the following order: (1) any remaining Free Withdrawal Amount; (2) contributions that are no longer subject to a withdrawal charge and have not yet been withdrawn; (3) contributions subject to a withdrawal charge; and (4) any gain, interest, or other amount that is not considered a contribution. Your investment comes out first, beginning with the oldest contribution, then next oldest and so on.

Any gain or earnings in your contract come out only after an amount equal to all contributions, and any applicable charges on those contributions, are withdrawn. Please note, however, that for tax purposes, withdrawals are considered to be gain first. See Part 8.

Certain Death Benefits and optional benefits are reduced by withdrawals on a proportional basis. See Part 5, section titled "Death Benefits Paid on Death of Annuitant" and Part 6.

Additional restrictions apply to withdrawals if you have a GLIA or GLIA Plus Rider. See Part 6.

Examples of withdrawals and the application of a withdrawal charge are located in Appendix B.

Free Withdrawal Amount

You may take your Free Withdrawal Amount each Contract Year without a withdrawal charge or MVA.
The Free Withdrawal Amount is the greater of:

- 10% of your Account Value on the date of the withdrawal, minus any previous withdrawals during that Contract Year; or
- 10% of your Account Value at your most recent Contract Anniversary, minus any previous withdrawals during that Contract Year. (During your first Contract Year, this amount is 10% of your initial contribution received on the Contract Date.)

If you do not take the Free Withdrawal Amount in any one Contract Year, you cannot add it to the next year's Free Withdrawal Amount.

The Free Withdrawal Amount does not apply to a full surrender. Taking your Free Withdrawal Amount will not reduce the total withdrawal charges applicable to your contract. If you take a withdrawal or surrender the contract, we will assess any applicable withdrawal charge on the amount of your contributions withdrawn, which are not reduced for any Free Withdrawal Amount you have taken.

The Free Withdrawal Amount is available for withdrawal only. You may not use your Free Withdrawal Amount as a transfer to another annuity or other investment under Section 1035 of the Tax Code or as a trustee-to-trustee transfer of qualified assets. For more information, see Part 8, section titled "Exchanges and Transfers."

Assignments

You may assign your rights by providing us written notice of assignment in Good Order signed by you. Unless otherwise specified by you in the notice, the assignment will be effective on the date you sign the notice. We are not liable for payments made or actions taken by us before we receive and record the notice at our Administrative Office. We may restrict the assignment where restrictions are for purposes of satisfying applicable laws or regulations. Assignment may be a taxable event. We are not responsible for the validity under state or other laws or for any tax consequences of the assignment. Assignment is generally not allowed if you have elected a GLIA or GLIA Plus Rider.

Death Benefit Paid on Death of Annuitant

Unlike some other variable annuities, this contract pays the Death Benefit upon the Annuitant's death, rather than upon the owner's death. (See section titled "Distribution on Death of Owner" for discussion of amount paid on death of owner who is not the Annuitant.) You name the Annuitant's beneficiary (or beneficiaries). We will pay a Death Benefit to the Annuitant's surviving beneficiary if:

- the Annuitant dies before the Retirement Date, which is any date before the Maximum Retirement Date that you choose to begin taking your Annuity Benefit (after the Retirement Date, the Death Benefit no longer exists); and
- there is no contingent Annuitant.

A Death Benefit will not be paid after the Annuitant's death if there is a contingent Annuitant. In that case, the contingent Annuitant becomes the new Annuitant under the contract. The Annuitant and any contingent Annuitants may not be changed once the contract has been issued.

If an Annuitant's beneficiary does not survive the Annuitant, then the Death Benefit is generally paid to the Annuitant's estate. If the owner is a trust, custodian or other entity, the owner must name itself as the Annuitant's sole beneficiary and the owner's sole beneficiary.

The Annuitant's beneficiary may elect to take the Death Benefit in one of the following forms:

1. ***lump sum*** – if the beneficiary elects this option, we will pay the Death Benefit to the Annuitant's beneficiary.
2. ***deferral for up to five years*** – if the beneficiary elects this option, we will allow the beneficiary to keep the Death Benefit amount invested in the Investment Options currently available for a period of up to five years. At the end of five years, the entire amount must be paid to the beneficiary.
3. ***irrevocable income payout option*** – if the beneficiary elects this option, he or she must choose to receive the Death Benefit either as an immediate annuity with a life contingency or as substantially equal payments over his or her life expectancy. If payment over the life expectancy is elected, we will allow the beneficiary to keep the Death Benefit amount invested in the Investment Options currently available, to the extent this does not conflict with the Tax Code requirements under which this option is available (primarily section 72(s) of the Tax Code). This option is only available if elected within 60 days after the death of the Annuitant. Distributions must begin within one year from the date of death.

If the beneficiary selects option two or three above, for money invested in the Fixed Accounts, he or she will receive the guaranteed minimum interest rate applied to the Fixed Accounts under the current version of the contract, which may be lower than the guaranteed minimum interest rate applied to the Fixed Accounts in your contract. If the beneficiary fails to make an election within a reasonable time, we may automatically process the claim as if option two were elected.

If the beneficiary is not a human being, the beneficiary must elect either a lump sum or deferral for up to five years.

You may elect to have the Death Benefit paid to the Annuitant's beneficiary as an Annuity Benefit, in which case the Annuitant's beneficiary will not have the choices above, but will receive the death benefit in the form you have elected.

You may change the Annuitant's beneficiary by sending the appropriate form in Good Order to the Administrative Office. We may limit the number of beneficiaries you can have at one time.

Please consult your financial professional and tax advisor in order to identify your beneficiaries properly so that the Death Benefit is paid to the intended beneficiary, and to structure your contract so that spousal continuation can occur, if that is your intention. See Appendix D for assistance in structuring your contract.

Death Benefit

For contracts where the Annuitant's age on the Contract Date is up to and including age 85, the Death Benefit will be the greatest of:

- highest Account Value on any Contract Anniversary before the Annuitant's 81st birthday, plus any contributions received after that Contract Anniversary, minus a proportional adjustment for any withdrawals (and associated charges) taken after that Contract Anniversary;
- total contributions, minus a proportional adjustment for any withdrawals (and associated charges); or
- the Account Value on the Death Benefit Date (the Business Day we receive an original certified death certificate and our death claim forms in Good Order, including the beneficiary's election of form of payment.)

The amount of the Death Benefit is determined on the Death Benefit Date and if the Death Benefit is greater than the Account Value, we will invest the difference in the contract on the Death Benefit Date.

Effect of Withdrawals on the Death Benefit if a Proportional Adjustment is Applied

If you take withdrawals from your contract, we will make a proportional adjustment to your Death Benefit. This means that your Death Benefit will be reduced by the same percentage as your withdrawal bears to your Account Value at the time of withdrawal. For example:

- if your Death Benefit is $100,000, and your current Account Value is $80,000,
- and you take a withdrawal of $10,000 (including any associated charges),
- we will reduce your Death Benefit by 12.5% because that is the same percentage that your withdrawal bears to your Account Value at the time of the withdrawal ($10,000 /$80,000);
- therefore, your Death Benefit is reduced by $12,500.

Because the Account Value at the time of the withdrawal in this example is less than the Death Benefit, the Death Benefit is decreased by a larger dollar amount than the partial withdrawal amount. All Death Benefits are reduced proportionally for withdrawals and any charges associated with the withdrawals.

This example is for illustrative purposes only and does not predict results.

Distribution on Death of Owner

If you (as owner) die, and the Annuitant (or contingent Annuitant) is still living, your entire interest in this contract must be distributed to the owner's beneficiary. If you are the Annuitant (and no contingent Annuitant is still living), the above section titled “Death Benefit Paid on Death of Annuitant” applies instead of this section. If you own the contract jointly with your spouse or anyone else, the first death of one of the joint owners will be treated as the death of both owners, and a Distribution on Death to the owner's beneficiary will be required. **It is not a good idea to own this annuity contract jointly, even with your spouse. The joint owner is not the owner’s beneficiary. See Appendix D.**

You name the owner's beneficiary (or beneficiaries). We will pay the owner's surviving beneficiary the Distribution on Death. If an owner’s beneficiary does not survive the owner, then the Distribution on Death of the owner is generally paid to the owner’s estate. If the owner is a trust, custodian or other entity, the owner must name itself as the Annuitant’s sole beneficiary and the owner’s sole beneficiary.

If you, as owner, die on or after the Retirement Date and before the entire interest in the contract has been distributed, then the rest of the annuity must be distributed to the owner's beneficiary at least as quickly as the method in effect when you died.

If you, as owner, die before the Retirement Date, the Surrender Value will be paid to the owner's beneficiary in one of the following forms:

1. ***lump sum*** – if the beneficiary elects this option, we will pay the Surrender Value to the beneficiary.
2. ***deferral for up to five years*** – if the beneficiary elects this option, we will allow the beneficiary to keep the Account Value invested in the Investment Options currently available for a period of up to five years. At the end of five years, the entire Surrender Value as of that date must be paid to the beneficiary.
3. ***irrevocable income payout option*** – if the beneficiary elects this option, he or she must choose to receive the Surrender Value either as an immediate annuity with a life contingency or as substantially equal payments over his or her life expectancy. If payment over the life expectancy is elected, we will allow the beneficiary to keep the Account Value invested in the Investment Options currently available, to the extent this does not conflict with the Tax Code requirements under which this option is available (primarily section 72(s) of the Tax Code). This option is only available if elected within 60 days. Distributions must begin within one year from the date of the owner’s death. Withdrawal charges continue to apply to the withdrawals taken under this option.

If the beneficiary selects option two or three above, for money invested in the Fixed Accounts, he or she will receive the guaranteed minimum interest rate applied to the Fixed Accounts under the current version of the contract, which may be lower than the guaranteed minimum interest rate applied to the Fixed Accounts in your contract. If the beneficiary fails to make an election within a reasonable time, we may automatically process the claim as if option two were elected.

If the beneficiary is not a human being, the beneficiary must elect either a lump sum or deferral for up to five years.

If your (owner's) sole beneficiary is your spouse, your surviving spouse may be able to continue the contract (along with its tax-deferred status) in his or her name as the new owner. See the section below on Spousal Continuation and Appendix D.

You may change the owner's beneficiary by sending the appropriate form in Good Order to the Administrative Office. We may limit the number of beneficiaries you can name. If the owner is a trust, custodian or other entity, the owner must name itself as the Annuitant's sole beneficiary and the owner's sole beneficiary.

Please consult your financial professional and tax advisor in order to identify your beneficiaries properly so that the Death Benefit, rather than the Surrender Value, is paid to the intended beneficiary, and to structure your contract so that spousal continuation can occur, if that is your intention.

Spousal Continuation

Standard Spousal Continuation
If you (as owner) die, and the Annuitant (or contingent Annuitant) is still living, the Tax Code allows your surviving spouse to continue the annuity contract, along with its tax-deferred status, only if your spouse is named as the **owner's sole beneficiary**. This is called standard spousal continuation. See Appendix D for more information about parties to the contract and spousal continuation.

Enhanced Spousal Continuation
This annuity contract also provides an enhanced type of spousal continuation (Enhanced Spousal Continuation). The Enhanced Spousal Continuation under this contract is available if you (as owner) die, but **only** if you have structured your contract as follows:

- you are the sole owner and Annuitant;
- no contingent Annuitant is named;
- no joint owner is named;
- your surviving spouse is the owner's sole beneficiary; and
- your surviving spouse is the Annuitant's sole beneficiary.

Under this Enhanced Spousal Continuation, we will increase the continued contract's Account Value to the same amount that would have been paid to your surviving spouse had he or she taken the Death Benefit as a lump sum distribution. Depending on which is the higher value (see subsection titled "Death Benefit" in section titled "Death Benefit Paid on Death of Annuitant"), the Death Benefit may be equal to the Account Value or higher than the Account Value on the Death Benefit Date. If the Death Benefit is higher than the Account Value, we will pay the difference and this added value will be invested in the Investment Options you have selected on a pro rata basis as of the Death Benefit Date. For example, if the Account Value at death was $100,000, but we would have paid out a Death Benefit of $115,000, the surviving spouse's contract will continue with a $115,000 Account Value. The continued contract's initial Account Value will never be less than the Account Value.

The surviving spouse continues the contract with its tax deferred earnings and all terms and conditions of the contract continue to apply, including the MVA, except:

- withdrawal charges no longer apply; and
- we will no longer accept additional contributions.

When the surviving spouse dies, a new Death Benefit, measured from the date of the continued contract, will be paid to the beneficiary named by the surviving spouse.

Under either type of spousal continuation:

- if the surviving spouse is under 59½, the 10% federal tax penalty for early withdrawal may apply if withdrawals are taken;
- certain Investment Options or administrative programs may not be available on the continued contract; and
- we may make changes to continued contracts that are permitted by law.

See Appendix D for more information about parties to the contract and spousal continuation.

<u>Federal Tax Advantages of Spousal Continuation Available to Married Same-Sex Spouses</u>
A same-sex surviving spouse is recognized as your spouse under the Tax Code and will qualify for the federal tax advantages of spousal continuation.

The survivor of a civil union or domestic partnership is not recognized as your spouse under the Tax Code and the federal tax advantages of spousal continuation are not available. The survivor of a civil union or domestic partnership may elect to continue the contract under its terms if the celebration occurred in a state that legally recognizes the relationship. The continuation of the contract by such surviving civil union or domestic partner, however, is treated as an ordinary transfer of ownership and will be a taxable event.

Death Claims

A death claim must be filed to receive either the Death Benefit on the death of the Annuitant or a distribution of the Surrender Value on the death of the owner. A death claim will be effective on the Business Day we receive due proof of death of either the owner or Annuitant. For us to pay the death claim, the beneficiary must promptly submit an original certified death certificate and Company death claim paperwork in Good Order, including his or her election.

During the period from the date of death until we receive all required paperwork in Good Order, the Account Value will remain invested in the Investment Options you chose, will continue to reflect the investment performance of any Variable Account Options during this period and will be subject to market fluctuations. Fees and expenses will continue to apply. All automated transactions will stop when we receive notice of death.

If there are multiple beneficiaries, after one beneficiary submits death claim paperwork, we will calculate the first beneficiary's share of the Death Benefit or Distribution on Death and make payment according to the first beneficiary's election. Each remaining beneficiary's share of the Death Benefit or Distribution on Death of owner will remain invested in the Variable Account Options and remain subject to market fluctuations. Any part of a death claim amount invested in Fixed Accounts will be combined and invested in our funds on deposit account earning an interest rate set at our discretion.

Maximum Retirement Date and Annuity Benefit

Your Annuity Benefit is available any time after your first Contract Anniversary up until the last Annuitant's 100^{th} birthday. The last Annuitant's 100^{th} birthday is referred to as the Maximum Retirement Date. You may elect your Annuity Benefit by writing to the Administrative Office any time before the Maximum Retirement Date.

Upon the Maximum Retirement Date, you may elect to receive a lump sum of your Surrender Value, or you may elect an Annuity Benefit. The amount applied toward the purchase of an Annuity Benefit will be the Adjusted Account Value, less any pro rata annual administrative charge, and applicable state premium tax. However, the Surrender Value will be the amount applied if the Annuity Benefit you select does not have a life contingency and either (i) is a fixed period of less than five years, or (ii) the annuity can be changed to a lump sum payment without a withdrawal charge.

Once an Annuity Benefit is elected, you will no longer have an Account Value, Surrender Value, Death Benefit or other accessible cash value. When the contract value is applied toward the purchase of an Annuity Benefit, it is converted into a stream of income payments. The Annuity Benefit provides regular fixed payments, which may be made monthly, quarterly, semi-annually or annually. You cannot change or redeem the annuity once payments have begun. For any annuity, the minimum periodic payment must be at least $100.

We currently offer the following types of annuity payout options, funded through our General Account; however, we may eliminate or change these options at any time:

- life and 10-year certain annuity, which provides a fixed life income annuity with 10 years of payments guaranteed. If the Annuitant dies before the end of the 10-year period, the Annuitant's beneficiary will receive the remaining periodic payments.
- period certain annuity, which provides for fixed payments for a fixed period. The fixed periods available may vary from time to time and the fixed period selected may not extend past your 100^{th} birthday. The payment

amount is determined by the period you select. If the Annuitant dies before the end of the period selected, the Annuitant's beneficiary will receive the remaining periodic payments.

- life and period certain annuity (other than 10 years), which provides for fixed payments for at least the period selected and after that for the life of the Annuitant or the lives of the Annuitant and any joint Annuitant under a joint and survivor annuity. The fixed periods available may vary from time to time. If the Annuitant (or the Annuitant and the joint Annuitant under a joint and survivor annuity) dies before the fixed period selected ends, the remaining periodic payments in the fixed period will go to the Annuitant's beneficiary.
- life only annuity, which provides fixed payments for the life of the Annuitant, or until the Annuitant and joint Annuitant both die under a joint and survivor annuity. Once the Annuitant (or last joint Annuitant) dies, no further payments will be made and no value remains for any beneficiaries.

If you have not already selected a form of Annuity Benefit, we will contact you prior to your Maximum Retirement Date. You can tell us at that time the type of Annuity Benefit you want. If we do not receive your election on or before your Maximum Retirement Date, you will automatically receive a life and 10-year certain Annuity Benefit option.

You may not apply a portion of your Account Value to an Annuity Benefit.

Annuity Benefit Payments

The amount of your Annuity Benefit payments is based on the option you choose, the annuity rates applied and, in the case of a life contingent annuity option, on the Annuitant's age and gender (or the ages and genders of both annuitants, in the case of a joint annuity). Gender may not be a factor under some tax-favored retirement programs, and under certain state laws where gender-neutral rates apply.

If the age or gender of an Annuitant has been misstated, you will receive benefits that would have been purchased at the correct age and gender. Any overpayments or underpayments made by us will be charged or credited with interest at the rate required by your state. If we have made overpayments because of incorrect information about age or gender, we will deduct the overpayment from the next payment or payments due. We will add underpayments to the next payment.

Timing of Payment

We normally apply your Adjusted Account Value to the purchase of an Annuity Benefit, or send you partial or total withdrawals, within seven days after receipt of the required form in Good Order at our Administrative Office. However, we can defer our action as to Account Value allocated to the Variable Account Options for any period during which:

(1) the New York Stock Exchange has been closed or trading on it is restricted;

(2) an emergency exists as determined by the SEC so that disposal of securities is not reasonably practicable or it is not reasonably practicable for the Separate Account fairly to determine the value of its net assets; or

(3) the SEC, by order, permits us to defer action in order to protect persons with interests in the Separate Account.

How You Make Requests and Give Instructions

When you write to our Administrative Office, use the address listed in the Glossary of this prospectus. We cannot honor your requests unless they are in Good Order. Whenever possible, use one of our printed forms, which may be obtained from our Administrative Office.

Abandoned or Unclaimed Property

Every state has laws that generally provide for payment to the state of unclaimed property, including proceeds of annuity contracts, under various circumstances. This is called escheatment. 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 escheatment, it is important that you keep your contact information on file with us up to date, including the names, addresses, phone numbers, Social Security numbers and dates of birth for owners, annuitants, beneficiaries and other payees. Such updates must be communicated in Good Order to our Administrative Office.

Part 6 – Optional Benefits

You may purchase one of the Riders offered with this contract, which provides optional benefits for an additional cost. The Riders may only be elected at the time of application and will replace or supplement the standard contract benefits. Charges for the optional benefit Riders are in addition to the standard contract charges. Be sure you understand the charges. Carefully consider whether you need the benefit and whether it is appropriate for your particular circumstances. Also consider whether you can buy the benefit more cheaply as part of the variable annuity or with a separate contract.

Guaranteed Lifetime Income Advantage Rider (GLIA)

Guaranteed Lifetime Income Advantage (GLIA), which is a guaranteed lifetime withdrawal benefit, is an optional Rider you may purchase for an additional charge. You may select the Individual GLIA Rider or the Spousal GLIA Rider. The GLIA Rider guarantees you can receive an amount equal to the Lifetime Payout Amount (LPA) each Contract Year on or after the **Age 60 Contract Anniversary** for the life of the Annuitant (or the lives of you and your spouse if you elect the Spousal GLIA Rider) regardless of how your investments perform, as long as the Rider is in effect. **If you take Nonguaranteed Withdrawals, as explained below, your lifetime payments will decrease and the Rider may terminate.**

Lifetime Payout Amount (LPA)
The amount you can receive each Contract Year for the life of the Annuitant (or for as long as either you or your spouse is alive if you elect the Spousal GLIA Rider) is called the LPA. The LPA is first determined and available to you when you take your first withdrawal on or after the Age 60 Contract Anniversary.

The Age 60 Contract Anniversary is the first Contract Anniversary on or after the Annuitant reaches age 60. For the Spousal GLIA, it is the Contract Anniversary on or after the *younger* of you and your spouse reaches age 60.

Your LPA is always equal to your **Payment Base** multiplied by your **Withdrawal Percentage**. Your Payment Base may change but your **Withdrawal Percentage is locked in** at the time of your first withdrawal on or after the Age 60 Contract Anniversary and varies depending on the Annuitant's age at that time. For the Spousal GLIA, the Withdrawal Percentage is determined by the age of the younger of you and your spouse at the time of your first withdrawal on or after the Age 60 Contract Anniversary.

Age of (Younger) Annuitant at Time of First Withdrawal	Withdrawal Percentage
60-64	4.00%
65-69	4.50%
70-74	5.00%
75-79	5.50%
80 and above	6.50%

The LPA is not cumulative. If you withdraw less than the LPA in any Contract Year, you cannot carry over or add the remaining LPA to withdrawals made in future years.

Payment Base
Your Payment Base will always be the larger of your **Bonus Base** and your **Step-Up Base**.

Your ***Bonus Base*** (until a Bonus is applied) is:

1) the Account Value on the date you purchase the GLIA Rider; plus
2) additional contributions; less
3) Adjusted Nonguaranteed Withdrawals.

After a Bonus is applied (but before a subsequent Bonus), your Bonus Base is:

1) the Bonus Base immediately before the Bonus is applied; plus
2) the Bonus amount (see "Bonus" section below); plus
3) additional contributions received after the date of the Bonus; less
4) Adjusted Nonguaranteed Withdrawals taken after the date of the Bonus.

Your ***Step-Up Base*** (until a Step-Up is applied) is:

1) the Account Value on the date you purchase the GLIA Rider; plus
2) additional contributions; less
3) Adjusted Nonguaranteed Withdrawals.

On the last day of each Contract Year, we will compare your Account Value to your Step-Up Base. If your Account Value is greater than the Step-Up Base, we will increase or "step up" the Step-Up Base to equal the Account Value. The amount of the increase is your Step-Up amount.

After a Step-Up is applied (but before a subsequent Step-Up), the Step-Up Base is:

1) the Step-Up Base immediately before the Step-Up is applied; plus
2) the Step-Up amount; plus
3) additional contributions received after the date of the Step-Up; less
4) Adjusted Nonguaranteed Withdrawals taken after the date of the Step-Up.

Effect of Withdrawals

Before the Age 60 Contract Anniversary, all withdrawals, including any withdrawal charge, are Nonguaranteed Withdrawals and will reduce your Bonus Base and Step-Up Base (and therefore your Payment Base) by the Adjusted Nonguaranteed Withdrawal amount.

After the Age 60 Contract Anniversary, withdrawals do not reduce your Bonus Base or Step-Up Base, as long as your total withdrawals in any Contract Year are not more than your LPA. However, if you withdraw more than your LPA in any Contract Year, the amount that exceeds your LPA (including any withdrawal charges), is a Nonguaranteed Withdrawal.

Each time you make a Nonguaranteed Withdrawal, we will reduce your Bonus Base and Step-Up Base (and therefore your Payment Base) by the Adjusted Nonguaranteed Withdrawal amount. The ***Adjusted Nonguaranteed Withdrawal amount*** is the amount of the Nonguaranteed Withdrawal, including any withdrawal charge, multiplied by the greater of:

- 1.0; and
- The ratio of Payment Base to Account Value (Payment Base divided by Account Value).

For the purpose of this calculation, we use the Payment Base before the withdrawal and the Account Value reduced by any remaining LPA.

If your Payment Base is more than your Account Value when you take a Nonguaranteed Withdrawal, your Payment Base will be reduced by more than the amount of your Nonguaranteed Withdrawal. Here is an example assuming you take the withdrawal prior to your Age 60 Contract Anniversary and no withdrawal charge applies:

- Your Account Value is $75,000 and your Payment Base is $100,000
- You take a Nonguaranteed Withdrawal in the amount of $5,000
- Your Account Value will be reduced by $5,000
- Since $100,000/$75,000 is greater than 1.0, however, your Payment Base will be reduced by $6,667 ($100,000/$75,000 x $5,000)

Other Important Facts about Withdrawals:

- **You will not receive the intended benefit of this Rider if you take Nonguaranteed Withdrawals.** Nonguaranteed Withdrawals can have a significant negative effect on your Payment Base and LPA.

- **Withdrawal charges may apply.** If you withdraw more than your Free Withdrawal Amount but the withdrawal does not exceed your LPA, we will waive any withdrawal charge. If you withdraw more than the Free Withdrawal Amount and the withdrawal results in a Nonguaranteed Withdrawal, we will apply any withdrawal charge. See Part 4, section titled “Withdrawal Charge” and Part 5, section titled “Withdrawals."

- **Withdrawals must be taken pro rata from your Investment Options.** You cannot make a withdrawal from specific Investment Options.

- **The Bonus Base, Step-Up Base and Payment Base are not available for withdrawal or surrender. They are not payable as a Death Benefit, Distribution on Death, or an Annuity Benefit. The bases are only used to calculate your LPA and Rider charge.**

- If your Account Value is greater than zero, the LPA you take from the contract is a partial withdrawal from your Account Value. LPA withdrawals will have the same effect on the Death Benefit as described in Part 5, section titled “Death Benefit Paid on Death of Annuitant,” subsection titled “Effect of Withdrawals on the Death Benefit if a Proportional Adjustment is Applied.”

- The taxable portion of your withdrawals is taxed as ordinary income. You may be subject to a 10% tax penalty if you are under 59½ at the time of the withdrawal.

- You must use our withdrawal form to request withdrawals. Contact our Administrative Office to obtain the form.

- If you request a withdrawal, we will withdraw the total amount you requested from your Account Value. The amount you receive will be net of any withdrawal charge and tax withholding.

Annual Processing Date

The Annual Processing Date is the close of business the last day of each Contract Year. If a withdrawal is taken on an Annual Processing Date, we will process the withdrawal first. We will then reduce your Account Value by the Annual Administrative Charge, if applicable. See Part 4, section titled "Annual Administrative Charge." We will also deduct any quarterly charges that may apply and be due on that day. We will then calculate and apply Bonuses and Step-Ups, if any. If the Annual Processing Date is not a Business Day, the Account Value for the purpose of the Step-Up is determined on the next Business Day after the Annual Processing Date.

Bonus

The Bonus amount is equal to your Bonus Percentage multiplied by the sum of all contributions less the sum of all withdrawals, including any withdrawal charges. Your Bonus Percentage is determined by the Annuitant’s age (or the age of the *younger* of you and your spouse if you elect the Spousal GLIA Rider) at the time each Bonus is calculated.

Age of (Younger) Annuitant at Time of Bonus Calculation	Bonus Percentage
64 or below	4.00%
65-69	4.50%
70-74	5.00%
75-79	5.50%
80 and above	6.50%

If you do not take any withdrawals in a Contract Year, we will apply the Bonus on the Annual Processing Date. If you take a withdrawal during the Contract Year, we will not apply the Bonus. The Bonus is available during the first 10 Contract Years.

GLIA Charge
We deduct a charge equal to an annual effective rate of 0.90% for the Individual GLIA Rider or an annual effective rate of 1.15% for the Spousal GLIA Rider. The 0.90% (or 1.15%) charge is multiplied by the Payment Base as of the last day of each calendar quarter, divided by 4. The Rider charge is assessed in arrears. We will deduct the charge from your Investment Options in the same proportion that the value of each of the Options bears to the Account Value (pro rata). This charge decreases your Account Value dollar-for-dollar, but does not decrease your Payment Base. We do not deduct the Rider charge during the Guaranteed Payment Phase.

If the GLIA Rider terminates on any day other than the first day of the quarter, we will deduct a proportional share of the charge for the part of the quarter the Rider was in effect. Proportional share means the charge will be reduced by a percentage resulting from the number of days since the end of the previous calendar quarter, divided by the number of days in the current calendar quarter.

We may increase the annual charge for the Individual GLIA Rider up to a maximum charge of 1.20%, and the annual charge for the Spousal GLIA Rider up to a maximum of 1.60%. If we do increase the charge, we will give you prior written notice of the increase and an opportunity to reject the increase. If you do not reject the increase in writing, the annual charge for your GLIA Rider will increase and you will continue to receive Step-Ups under the terms of the Rider.

If you reject the increase by giving us written notice, your charge will remain the same, but you will not receive any Step-Ups after the effective date of the increase. Your decision to reject an increase is permanent and once an increase is rejected, you will no longer be eligible to receive notice of or accept additional charge increases and will not receive additional Step-Ups.

GLIA Investment Strategies
If you elect to purchase the GLIA Rider, you must invest 100% of your Account Value at all times in only one of the three GLIA Investment Strategies described below. (Note that the Investment Options available in the GLIA Investment Strategies are also available without the Rider.) All Investment Options available with the GLIA Rider are Variable Account Options; no Fixed Accounts are available with the GLIA Rider.

The GLIA Investment Strategies are intended in part to reduce the risk of investment losses that could require us to use our own assets to make payments under the GLIA Rider. The GLIA Investment Strategies are designed to lower the volatility of returns from your Investment Options. Investment Options available without limitations (if the GLIA Rider is not selected) may offer the potential for higher returns. Before you select the GLIA Rider, you and your financial representative should carefully consider whether the investment strategies available with the Rider meet your investment objectives and risk tolerance.

GLIA Investment Strategy 1 (Lifecycle) – You may select one or more of the Portfolios below, as long as your allocations add up to 100%.

Fidelity VIP Freedom 2010 Portfolio (available only in contracts purchased before May 1, 2013)	**Fidelity VIP Freedom 2015 Portfolio**	**Fidelity VIP Freedom 2020 Portfolio**	**Fidelity VIP Freedom 2025 Portfolio**

***GLIA Investment Strategy 2 (Managed Risk)* –** You may select one or more of the Portfolios below, as long as your allocations add up to 100%.

American Funds Insurance Series Managed Risk Asset Allocation	**Fidelity VIP Target Volatility Portfolio**	**TOPS Managed Risk Moderate Growth ETF Portfolio**

GLIA Investment Strategy 3 **(*Self Style*)** – You may select one or more of the Investment Options in two or more columns, as long as your allocations add up to 100% and are within the minimum and maximum allocation percentages indicated for each column.

Minimum Allocation 30% Maximum Allocation 60%	**Minimum Allocation 40% Maximum Allocation 70%**	**Maximum Allocation 20%**	**Maximum Allocation 10%**
Fixed Income	**Core Equity**	**Non Core Equity**	**Alternative**
American Funds I.S. Bond	American Funds I.S. Capital Income Builder	American Funds I.S. Growth	Guggenheim VT Global Managed Futures Strategy**
BlackRock Total Return V.I.	American Funds I.S. Growth-Income	Columbia Variable Portfolio – Mid Cap Value	Guggenheim VT Long Short Equity**
Fidelity VIP Investment Grade Bond	American Funds I.S. Managed Risk Asset Allocation	Columbia Variable Portfolio – Small Cap Value	Guggenheim VT Multi-Hedge Strategies***
PIMCO VIT Total Return	BlackRock Capital Appreciation V.I.	DWS Small Cap Index VIP	Morgan Stanley VIF U.S. Real Estate
Touchstone VST Active Bond	Fidelity VIP Asset Manager	Fidelity VIP Disciplined Small Cap	PIMCO VIT All Asset
	Fidelity VIP Balanced	Fidelity VIP Mid Cap	PIMCO VIT Commodity RealReturn Strategy
	Fidelity VIP Contrafund	FT Franklin Small Cap Value VIP	PIMCO VIT International Bond
	Fidelity VIP Equity-Income	Invesco V.I. American Franchise	PIMCO VIT Long-Term U.S. Government
	Fidelity VIP Growth	Invesco V.I. Mid Cap Growth	**High Yield**
	Fidelity VIP Index 500	Touchstone VST Focused	BlackRock High Yield V.I.
	Fidelity VIP Target Volatility	**International**	Fidelity VIP High Income
	FT Franklin Growth and Income VIP	American Funds I.S. Global Growth	FT Franklin Income VIP
	FT Franklin Large Cap Growth VIP	American Funds I.S. New World	**Short Duration**
	FT Franklin Mutual Shares VIP	BlackRock Global Allocation V.I.	Fidelity VIP Government Money Market
	Invesco V.I. American Value	Fidelity VIP Overseas	PIMCO VIT Low Duration
	Invesco V.I. Comstock	FT Templeton Foreign VIP	PIMCO VIT Real Return
	TOPS Managed Risk Moderate Growth ETF Portfolio*	FT Templeton Global Bond VIP	
	Touchstone VST Aggressive ETF Fund	FT Templeton Growth VIP	
	Touchstone VST Conservative ETF Fund	Invesco V.I. International Growth	
	Touchstone VST Large Cap Core Equity	Morgan Stanley VIF Emerging Markets Debt	
	Touchstone VST Moderate ETF Fund	Morgan Stanley VIF Emerging Markets Equity	

* A series of Northern Lights Variable Trust

** Available only in contracts purchased before April 24, 2015

*** Available only in contracts purchased before May 1, 2012

Additional GLIA Investment Strategies for Previously Purchased Contracts

GLIA Investment Strategy (Modern Markets) – Available if you purchased your contract before May 1, 2012. You may allocate your investment as indicated below and cannot change the allocation between the Investment Options in this strategy, as it is a fixed allocation.

Touchstone VST Moderate ETF Portfolio	Guggenheim VT Multi-Hedge Strategies Fund
90%	10%

GLIA Investment Strategy (Life Style) – Available if you purchased your contract before December 13, 2013. You may select one or more of the Investment Options below, as long as your allocations add up to 100% and do not exceed the percentage indicated for any particular Investment Option.

Touchstone VST Conservative ETF Portfolio	Touchstone VST Moderate ETF Portfolio	Touchstone VST Aggressive ETF Portfolio
0 – 100%	0 – 100%	0 – 50%

For more information regarding these Investment Options, including information relating to their investment objectives and policies, and the risks of investing, see Part 3 of this prospectus, as well as the underlying Portfolio prospectuses. You can obtain a copy of the Portfolio prospectuses by contacting the Administrative Office. You should read the Portfolio prospectuses carefully before investing.

Subject to required approvals by federal and state authorities, we reserve the right to add, close, eliminate or substitute the GLIA Investment Strategies, the Investment Options or the underlying Portfolios at any time.

<u>Transfer and Allocation Restrictions</u>

The following limitations apply to your allocations and transfers within or among the GLIA Investment Strategies.

- Only one investment allocation may be in place at any time. This allocation applies to all current and future contributions and automatic rebalancing.
- Transfers may only be accomplished by making an allocation change.
- You can change your allocation among the Investment Options within a GLIA Investment Strategy or you can move 100% of your investment from one GLIA Investment Strategy to another GLIA Investment Strategy.
- Your first allocation change is allowed 90 days after the Contract Date. Each allocation change starts a 90-day waiting period before you can make another.
- We will automatically rebalance your Investment Options each contract quarter. The reallocation resulting from automatic rebalancing does not trigger a 90-day waiting period.

<u>Contribution Limits</u>

- Your initial contribution must be at least $25,000 but not more than $1,000,000 if you are 75 or younger ($500,000 if you are 76 or older), without our prior approval. We may issue the contract for less than this initial contribution if we receive an application that indicates the total amount of a transfer or rollover from multiple sources will reach the required initial contribution amount. We may also issue the contract for up to 10% less than the required initial contribution indicated above.
- Each additional contribution must be at least $1,000.
- You cannot make additional contributions after the older Annuitant's 81st birthday or during the Guaranteed Payment Phase.
- Your total contributions cannot be more than $1 million if you are 75 or younger ($500,000 if you are 76 or older), without our prior approval.

We reserve the right to refuse to accept additional contributions (on a nondiscriminatory basis) at any time to the extent permitted by law.

Withdrawal Protection for Required Minimum Distributions

If you have a tax-qualified annuity contract (such as an IRA), you may need to withdraw money from this annuity contract in order to satisfy IRS required minimum distributions (RMDs) after you turn 70½.

We will calculate the RMDs with respect to this annuity contract based on the prior calendar year-end fair market value of this annuity contract only. We do not take into account your other assets or distributions in making this calculation.

Beginning in the second Contract Year, you may take the greater of your LPA or your RMD from your GLIA Rider without causing a Nonguaranteed Withdrawal. The RMD protected from being a Nonguaranteed Withdrawal is limited to the amount for this contract only. In addition, timing of the withdrawals may be restricted. We will notify you during the year of the amount you may take each Contract Year (Maximum Amount), and when you may take the Maximum Amount so you can satisfy your RMD obligations without inadvertently taking a Nonguaranteed Withdrawal. If you take withdrawals that exceed your Maximum Amount or if you do not honor the timing restrictions, any withdrawals greater than LPA will be treated as Nonguaranteed Withdrawals. See "Effect of Withdrawals" section above.

You must take your first annual RMD in the calendar year you turn age 70½. We reserve the right to make any changes we deem necessary to comply with the tax laws. **You should discuss these matters with your tax advisor prior to electing the GLIA Rider.**

Guaranteed Payment Phase

The Guaranteed Payment Phase begins on the date the Account Value decreases to zero, but the Payment Base is more than zero. During this phase, you will receive automatic payments each Contract Year equal to the LPA on the date of the first payment when Guaranteed Payment Phase payments began.

Once the Guaranteed Payment Phase begins, all other rights, benefits, values and charges under the contract, the GLIA Rider and any other Riders, will terminate, except those described in this section and in the "Cancellation and Termination of Rider" section below. We will send you a written notice when the annuity contract enters the Guaranteed Payment Phase.

The payments will continue for the life of the Annuitant (or as long as either you or your spouse is alive if you elect the Spousal GLIA Rider). The Guaranteed Payment Phase will end if the Rider terminates. See "Cancellation and Termination of Rider" section below.

If you reach your Maximum Retirement Date, the Rider will enter the Guaranteed Payment Phase if you elect the applicable LPA Annuity Option. If you do not elect the LPA Annuity Option, you will automatically receive a life and 10-year certain Annuity Benefit option under your Contract. The LPA Annuity Option will continue to pay the LPA for as long as the Annuitant is alive (or as long as either you or your spouse is alive if the Spousal GLIA Rider is elected.) If you elect the applicable LPA Annuity Option, or one applies because you failed to make a different election, any remaining Account Value is forfeited.

Contract Structure

While this Rider is in effect:

1. You must be the owner and primary Annuitant, unless the owner is an entity. (Entity owners allowed on the Individual Rider only).
2. Joint owners are not allowed.
3. Contingent Annuitants have no effect.

If the Spousal GLIA Rider is elected, in addition to numbers 1-3 above:

4. Entity owners are not allowed.
5. You must name your spouse as the Spousal Annuitant.
6. You must name your spouse as the owner's sole beneficiary and the Annuitant's sole beneficiary.

Removal of Spousal Annuitant
You may remove a Spousal Annuitant as a party, but you cannot add or change a Spousal Annuitant.
The Spousal Annuitant is automatically removed upon a divorce or other legal termination of your marriage or death of your spouse. Once the Spousal Annuitant is removed, lifetime withdrawals under the Spousal GLIA Rider are no longer guaranteed for the lives of both you and your spouse. You must provide us with notice of the divorce or termination of marriage or death of your spouse. If a spouse is removed, you can name new owner's beneficiaries and Annuitant's beneficiaries.

- **If the Spousal Annuitant is removed, the Rider charge will not be reduced.**
- If the Spousal Annuitant is removed before the LPA has been established, the LPA will be based on the Annuitant's age at the time of your first withdrawal on or after your Age 60 Contract Anniversary and any Bonus calculations that occur after your spouse is removed will be calculated using the Annuitant's age.
- If the Spousal Annuitant is removed after the LPA has been established, the LPA will not be recalculated and any Bonus will be calculated using the age of the younger of either you or your (now removed) spouse.

Cancellation and Termination of Rider
You may cancel the Rider after it has been in effect for five Contract Years. After the fifth Contract Year, you will have a 45-day window following each Contract Anniversary to cancel your Rider.

This Rider will terminate automatically on the earliest of the following dates:

1. The date the Annuitant dies (or survivor of you and your spouse dies if you elect the Spousal GLIA Rider);
2. The date the Payment Base equals zero;
3. The date a Nonguaranteed Withdrawal reduces the Account Value to zero;
4. The date before the Age 60 Contract Anniversary that the Account Value equals zero;
5. The date that you transfer ownership of the contract;
6. The date you assign the contract or any benefits under the contract or Rider;
7. The date a Death Benefit is elected under the contract;
8. On the Maximum Retirement Date, if you elect other than the LPA Annuity Benefit;
9. The date you elect an Annuity Benefit under the contract;
10. The date you cancel this Rider;
11. The date the contract ends.

Once cancelled or terminated, this Rider may not be reinstated.

Additional Restrictions
The following additional restrictions apply to your annuity contract if you elect the GLIA Rider:

- The Annuitant (or the *older* of you and your spouse if you elect the Spousal GLIA Rider) must be between 50 and 80 years old on the date you elect the Rider.
- The Guaranteed Rate Options and Systematic Transfer Option are not available.
- Systematic Transfer Program is not available.
- Dollar Cost Averaging is not available.
- Income Plus Withdrawal Program is not available.
- Choices Plus Required Minimum Distribution Program is not available.
- Systematic Contribution Program is not available.
- The Enhanced Earnings Benefit is not available.
- Customized Asset Rebalancing Program is not available.
- The GLIA Plus is not available.

Should You Purchase the GLIA Rider?
The addition of the GLIA Rider to your annuity contract may not always be in your best interest. For example:

1. if you are purchasing the GLIA Rider to meet income needs, you should consider whether an immediate annuity is better suited to your situation;
2. if you are primarily seeking long-term asset growth and do not plan to take withdrawals until more than ten years after you purchase the Rider, the benefit of the GLIA Rider may not justify its cost;

3. if you do not expect to take withdrawals while this Rider is in effect, you do not need the GLIA Rider because the benefit is accessed through withdrawals;
4. if you are likely to need to take withdrawals prior to the LPA being available or in an amount that is greater than the LPA, you should carefully evaluate whether the GLIA Rider is appropriate, due to the negative effect of Nonguaranteed Withdrawals on your Rider values; or
5. **if you and your spouse are more than 10 years apart in age, the Spousal GLIA Rider is probably not suitable for you.**

You should consult with your tax advisor and financial representative and carefully consider your alternatives before deciding if the GLIA Rider is suitable for your needs.

We may discontinue offering the GLIA Rider at any time, but this will not affect your GLIA Rider once it is issued.

Examples
Please see Appendix E-1 for hypothetical examples that illustrate how the GLIA Rider works.

Guaranteed Lifetime Income Advantage Plus (GLIA Plus) Rider

Guaranteed Lifetime Income Advantage Plus (GLIA Plus), which is a guaranteed lifetime withdrawal benefit, is an optional Rider you may purchase for an additional charge. You may select the Individual GLIA Plus Rider or the Spousal GLIA Plus Rider. The GLIA Plus Rider guarantees you can receive an amount equal to the Lifetime Payout Amount (LPA) each Contract Year on or after the LPA Eligibility Date for the life of the Annuitant (or the lives of you and your spouse if you elect the Spousal GLIA Plus Rider) regardless of how your investments perform, as long as the Rider is in effect. **If you take Nonguaranteed Withdrawals, as explained below, your lifetime payments will decrease and the Rider may terminate.**

Lifetime Payout Amount (LPA)
The amount you can receive each Contract Year for the life of the Annuitant (or for as long as either you or your spouse is alive if you elect the Spousal GLIA Plus Rider) is called the LPA. The LPA is first determined and available to you when you take your first withdrawal on or after the **LPA Eligibility Date**.

The **LPA Eligibility Date** is the first Contract Anniversary on or after the Annuitant reaches age 60. For the Spousal GLIA Plus, it is the Contract Anniversary on or after the *younger* of you and your spouse reaches age 60.

Under the Individual GLIA Plus Rider, your LPA is always equal to your **Benefit Base** multiplied by your **Withdrawal Percentage**, defined below.

Under the Spousal GLIA Plus Rider, your LPA is always equal to your **Benefit Base** multiplied by your **Withdrawal Percentage** multiplied by **90%**. The LPA under the Spousal GLIA Plus is 90% of the LPA under the Individual GLIA Plus. The 90% multiplier is called the Spousal Factor.

The **Withdrawal Percentage** is the percentage of the Benefit Base we use to calculate your LPA. The Withdrawal Percentage is determined by the Annuitant's Age Band (younger of the Annuitant and Spouse if Spousal Rider is elected) at the time of your first withdrawal on or after the LPA Eligibility Date. Except as explained below in the "Step-Up Base" section, your **Withdrawal Percentage is locked in** at the time of your first withdrawal on or after the LPA Eligibility Date and varies depending on your age at that time.

(Younger) Annuitant's Age Band at the Time of First Withdrawal	Withdrawal Percentage
60-64	4.00%
65-69	4.50%
70-74	5.00%
75-79	5.50%
80 and above	6.25%

The LPA is not cumulative. If you withdraw less than the LPA in any Contract Year, you cannot carry over or add the remaining LPA to withdrawals made in future years.

<u>Benefit Base</u>
Your Benefit Base will always be the larger of your **Roll-Up Base** and your **Step-Up Base**.

On the Contract Date, your **Roll-Up Base** is equal to your Account Value. Your Roll-Up Base will be adjusted as follows:

1. If you make an additional contribution, your Roll-Up Base will increase immediately by the amount of the contribution.

2. If you take a Nonguaranteed Withdrawal, your Roll-Up Base will decrease immediately by the **Adjusted Nonguaranteed Withdrawal amount**, defined below.

3. On each Annual Processing Date for the first 10 Contract Years, your Roll-Up Base will increase **if you have taken no withdrawals during that Contract Year.** Your Roll-Up Base will increase by an amount equal to seven percent (7%) multiplied by the sum of all contributions, less the sum of all withdrawals, including withdrawal charges. The amount of the increase is the Roll-Up amount.

On the Contract Date, your **Step-Up Base** is equal to your Account Value. Your Step-Up Base will be adjusted as follows:

1. If you make an additional contribution, your Step-Up Base will increase immediately by the amount of the contribution.

2. If you take a Nonguaranteed Withdrawal, your Step-Up Base will decrease immediately by the Adjusted Nonguaranteed Withdrawal amount.

3. On the last Annual Processing Date, we will compare your Account Value to your Step-Up Base. If your Account Value is greater than your Step-Up Base, we will increase or “step up” your Step-Up Base to equal the Account Value. The amount of the increase is the Step-Up amount.

If you receive a Step-Up after you take an LPA withdrawal, we will increase your Withdrawal Percentage if you meet the following conditions.
- The Step-Up results in an increase to your Benefit Base; and
- The younger Annuitant’s Age Band corresponds to a higher Withdrawal Percentage. (If the younger Annuitant’s Age is in the same Age Band, your Withdrawal Percentage will remain the same.)

<u>Effect of Withdrawals</u>

Before the LPA Eligibility Date, all withdrawals, including any withdrawal charges, are Nonguaranteed Withdrawals and will reduce your Roll-Up Base and Step-Up Base (and therefore your Benefit Base) by the Adjusted Nonguaranteed Withdrawal amount.

After the LPA Eligibility Date, withdrawals do not reduce your Roll-Up Base or Step-Up Base, as long as your total withdrawals in any Contract Year are not more than your LPA. However, if you withdraw more than your LPA in any Contract Year, the amount that exceeds your LPA, including any withdrawal charges, is a Nonguaranteed Withdrawal.

Each time you make a Nonguaranteed Withdrawal, we will reduce your Roll-Up Base and Step-Up Base (and therefore your Benefit Base) by the Adjusted Nonguaranteed Withdrawal amount. The ***Adjusted Nonguaranteed Withdrawal amount*** is the amount of the Nonguaranteed Withdrawal, including any withdrawal charges, multiplied by the greater of:

- 1.0; and
- the ratio of Benefit Base to Account Value (Benefit Base divided by Account Value).

For the purpose of this calculation, we use the Benefit Base before the withdrawal and the Account Value reduced by any remaining LPA.

If your Benefit Base is more than your Account Value when you take a Nonguaranteed Withdrawal, your Benefit Base will be reduced by more than the amount of your Nonguaranteed Withdrawal. Here is an example of the effect of a Nonguaranteed Withdrawal based on the following assumptions:

- Individual Rider is in effect.
- One withdrawal of $8,500 is taken during the Contract Year.
- The withdrawal is taken after LPA Eligibility Date.
- No withdrawal charge applies.

Before Nonguaranteed Withdrawal		After Nonguaranteed Withdrawal	
Account Value	= $ 85,500	Account Value	= $ 77,000
Step-Up Base	= $102,000	Step-Up Base	= $ 97,875
Roll-Up Base	= $110,000	Roll-Up Base	= $105,875
Benefit Base	= $110,000	Benefit Base	= $105,875
LPA	= $ 5,500	LPA	= $ 5,294

The Nonguaranteed Withdrawal amount is $3,000:
$3,000 = Total withdrawal of $8,500 minus the LPA of $5,500.

The Adjusted Nonguaranteed Withdrawal is $4,125.
$4,125 = $3,000 (Nonguaranteed Withdrawal) x the greater of 1.0 and ($110,000 (Benefit Base immediately before the withdrawal) / $80,000 (Account Value reduced by the LPA) = 1.375)

In this example, the Benefit Base is reduced by 37.5% more than the Nonguaranteed Withdrawal.

Other Important Facts about Withdrawals:

- **You will not receive the intended benefit of this Rider if you take Nonguaranteed Withdrawals.** Nonguaranteed Withdrawals can have a significant negative effect on your Benefit Base and LPA.

- **Withdrawal charges may apply.** If you withdraw more than your Free Withdrawal Amount but the withdrawal does not exceed your LPA, we will waive any withdrawal charge. If you withdraw more than the Free Withdrawal Amount and the withdrawal results in a Nonguaranteed Withdrawal, we will apply any withdrawal charge. See Part 4, section titled “Withdrawal Charge” and Part 5, section titled “Withdrawals."

- **Withdrawals must be taken pro rata from your Investment Options.** You cannot make a withdrawal from specific Investment Options.

- **The Roll-Up Base, Step-Up Base and Benefit Base are not available for withdrawal or surrender. They are not payable as a Death Benefit, Distribution on Death, or an Annuity Benefit. The bases are only used to calculate your LPA and Rider charge.**

- If your Account Value is greater than zero, the LPA you take from the contract is a partial withdrawal from your Account Value. LPA withdrawals will have the same effect on the Death Benefit as described in your in Part 5, section titled “Death Benefit Paid on Death of Annuitant,” subsection titled “Effect of Withdrawals on the Death Benefit if a Proportional Adjustment is Applied.”

- The taxable portion of your withdrawals is taxed as ordinary income. You may be subject to a 10% tax penalty if you are under 59½ at the time of the withdrawal.

- You must use our withdrawal form to request withdrawals. Contact our Administrative Office to obtain the form.

- If you request a withdrawal, we will withdraw the total amount you requested from your Account Value. The amount you receive will be net of any withdrawal charges and tax withholding.

Annual Processing Date
The Annual Processing Date is the close of business the last day of each Contract Year. If a withdrawal is taken on an Annual Processing Date, we will process the withdrawal first. We will then reduce your Account Value by the Annual Administrative Charge, if applicable. See Part 4, section titled "Annual Administrative Charge." We will also deduct any quarterly charges that may apply and be due on that day. We will then calculate and apply Roll-Ups and Step-Ups, if any. If the Annual Processing Date is not a Business Day, the Account Value for the purpose of the Step-Up is determined on the next Business Day after the Annual Processing Date.

GLIA Plus Charge
We deduct a charge for an Individual or Spousal GLIA Plus Rider equal to an annual effective rate of 1.35% multiplied by the Benefit Base as of the last day of each calendar quarter, divided by 4. The Rider charge is assessed in arrears. We will deduct the charge from your Investment Options in the same proportion that each Option bears to the Account Value (pro rata). This charge decreases your Account Value dollar-for-dollar, but does not decrease your Benefit Base. We do not deduct the Rider charge during the Guaranteed Payment Phase.

If the GLIA Plus Rider terminates on any day other than the first day of the quarter, we will deduct a proportional share of the charge for the part of the quarter the Rider was in effect. Proportional share means the charge will be reduced by a percentage resulting from the number of days since the end of the previous calendar quarter, divided by the number of days in the current calendar quarter.

We may increase the annual charge for the Individual and Spousal GLIA Plus Riders up to a maximum charge of 2.00%. This is the highest total charge we may assess for the Individual or Spousal GLIA Plus Rider, regardless of the number of increases.

If we do increase the charge, we will give you prior written notice of the increase and an opportunity to reject the increase or cancel the Rider. If you do not reject the increase in writing, the annual charge for your GLIA Plus Rider will increase and cannot be reversed.

If you reject the increase by giving us written notice, your charge will remain the same, but your Withdrawal Percentage will be reduced by the amount specified by us. The Withdrawal Percentage will not be reduced by more than a maximum of 1%, regardless of the number of increases.

Your decision to reject an increase is irrevocable and any future increases will not apply to you. If you reject the increase and continue the Rider with the lower Withdrawal Percentage, the LPA will change to reflect the lower Withdrawal Percentage on the next Contract Anniversary.

GLIA Plus Investment Strategies
If you elect to purchase the GLIA Plus Rider, you must allocate 100% of your Account Value at all times in only one of the three GLIA Plus Investment Strategies described below. (Note that the Investment Options available in the GLIA Plus Investment Strategies are also available without the Rider.)

The GLIA Plus Investment Strategies are intended in part to reduce the risk of investment losses that could require us to use our own assets to make payments under the GLIA Plus Rider. The GLIA Plus Investment Strategies are designed to lower the volatility of returns from your Variable Account Options. Investment Options available without limitations (if the GLIA Plus Rider is not selected) may offer the potential for higher returns. Before you select the GLIA Plus Rider, you and your financial representative should carefully consider whether the investment strategies available with the Rider meet your investment objectives and risk tolerance.

GLIA Plus Investment Strategy 1 (Lifecycle) – You may select one or more of the Portfolios below, as long as your allocations add up to 100%.

Fidelity VIP Freedom 2015 Portfolio	Fidelity VIP Freedom 2020 Portfolio	Fidelity VIP Freedom 2025 Portfolio

GLIA Plus Investment Strategy 2 (Managed Risk) – You may select one or more of the Portfolios below, as long as your allocations add up to 100%.

American Funds Insurance Series Managed Risk Asset Allocation	Fidelity VIP Target Volatility Portfolio	TOPS Managed Risk Moderate Growth ETF Portfolio

GLIA Plus Investment Strategy 3 (Self Style) – You may select one or more of the Investment Options in two or more columns, as long as your allocations add up to 100% and are within the minimum and maximum allocation percentages indicated for each column.

Minimum Allocation 40% Maximum Allocation 60%	Minimum Allocation 40% Maximum Allocation 60%	Maximum Allocation 20%	Maximum Allocation 10%
Fixed Income	**Core Equity**	**Non Core Equity**	**Alternative**
American Funds I.S. Bond	American Funds I.S. Capital Income Builder	American Funds I.S. Growth	Guggenheim VT Global Managed Futures Strategy**
BlackRock Total Return V.I.	American Funds I.S. Growth-Income	Columbia Variable Portfolio – Mid Cap Value	Guggenheim VT Long Short Equity**
Fidelity VIP Investment Grade Bond	American Funds I.S. Managed Risk Asset Allocation	Columbia Variable Portfolio – Small Cap Value	Morgan Stanley VIF U.S. Real Estate
PIMCO VIT Total Return	BlackRock Capital Appreciation V.I.	DWS Small Cap Index VIP	PIMCO VIT All Asset
Touchstone VST Active Bond	Fidelity VIP Asset Manager	Fidelity VIP Disciplined Small Cap	PIMCO VIT Commodity RealReturn Strategy
	Fidelity VIP Balanced	Fidelity VIP Mid Cap	PIMCO VIT International Bond
	Fidelity VIP Contrafund	FT Franklin Small Cap Value VIP	PIMCO VIT Long-Term U.S. Government
	Fidelity VIP Equity-Income	Invesco V.I. American Franchise	**High Yield**
	Fidelity VIP Growth	Invesco V.I. Mid Cap Growth	BlackRock High Yield V.I.
	Fidelity VIP Index 500	Touchstone VST Focused	Fidelity VIP High Income
	Fidelity VIP Target Volatility	**International**	FT Franklin Income VIP
	FT Franklin Growth and Income VIP	American Funds I.S. Global Growth	**Short Duration**
	FT Franklin Large Cap Growth VIP	American Funds I.S. New World	Fidelity VIP Government Money Market
	FT Franklin Mutual Shares VIP	BlackRock Global Allocation V.I.	PIMCO VIT Low Duration
	Invesco V.I. American Value	Fidelity VIP Overseas	PIMCO VIT Real Return
	Invesco V.I. Comstock	FT Templeton Foreign VIP	
	TOPS Managed Risk Moderate Growth ETF Portfolio*	FT Templeton Global Bond VIP	
	Touchstone VST Aggressive ETF Fund	FT Templeton Growth VIP	
	Touchstone VST Conservative ETF Fund	Invesco V.I. International Growth	
	Touchstone VST Large Cap Core Equity	Morgan Stanley VIF Emerging Markets Debt	
	Touchstone VST Moderate ETF Fund	Morgan Stanley VIF Emerging Markets Equity	

* A series of Northern Lights Variable Trust

** Available only in contracts purchased before April 24, 2015

For more information regarding these Investment Options, including information relating to their investment objectives and policies, and the risks of investing, see Part 3 of this prospectus, as well as the underlying Portfolio prospectuses. You can obtain a copy of the Portfolio prospectuses by contacting the Administrative Office. You should read the Portfolio prospectuses carefully before investing.

Subject to required approvals by federal and state authorities, we reserve the right to add, close, eliminate or substitute the GLIA Plus Investment Strategies, the Investment Options or the underlying Portfolios at any time.

Systematic Transfer Option Available

You may elect to have one or more contributions initially invested in the Systematic Transfer Option (STO) as described in Part 3, section titled "Systematic Transfer Option (STO)." The money in the STO will transfer to the Variable Account Options according to your allocation. You may have Account Value invested in only one STO at any time, either the six-month or one-year STO. Account Value in the STO is not part of your allocation and is not included in the rebalancing. Contributions invested in a STO and transfers from a STO to the Variable Account Options do not start a 90-day waiting period.

Transfer and Allocation Restrictions

The following limitations apply to your allocations and transfers within or among the GLIA Plus Investment Strategies.

- Only one investment allocation may be in place at any time. This allocation applies to all current and future contributions and automatic rebalancing. Money in the STO is not included in the one allocation.
- Transfers may only be accomplished by making an allocation change.
- You can change your allocation among the Investment Options within a GLIA Plus Investment Strategy or you can move 100% of your investment from one GLIA Plus Investment Strategy to another GLIA Plus Investment Strategy.
- Your first allocation change is allowed 90 days after the Contract Date. Each allocation change starts a 90-day waiting period before you can make another.
- We will automatically rebalance your Investment Options each contract quarter. The reallocation resulting from automatic rebalancing does not trigger a 90-day waiting period.

Contribution Limits

- Your initial contribution must be at least $25,000 but not more than $1,000,000 if you are 75 or younger ($500,000 if you are 76 or older), without our prior approval. We may issue the contract for less than this initial contribution if we receive an application that indicates the total amount of a transfer or rollover from multiple sources will reach the required initial contribution amount. We may also issue the contract for up to 10% less than the required initial contribution indicated above.
- Each additional contribution must be at least $1,000.[10]
- You cannot make additional contributions after the older Annuitant's 81st birthday or during the Guaranteed Payment Phase.
- Your total contributions cannot be more than $1 million if you are 75 or younger ($500,000 if you are 76 or older), without our prior approval.

We may refuse to accept additional contributions (on a nondiscriminatory basis) at any time to the extent permitted by law.

Withdrawal Protection for Required Minimum Distributions

If you have a tax-qualified annuity contract (such as an IRA), you may need to withdraw money from this annuity contract in order to satisfy IRS required minimum distributions (RMDs) after you turn 70½.

We will calculate the RMDs with respect to this annuity contract based on the prior calendar year-end fair market value of this annuity contract only. We do not take into account your other assets or distributions in making this calculation.

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[10] If your contract is issued in Florida, additional contributions are limited to $100,000 per Contract Year.

Beginning in the second Contract Year, you may take the greater of your LPA or your RMD from your GLIA Plus Rider without causing a Nonguaranteed Withdrawal. The RMD protected from being a Nonguaranteed Withdrawal is limited to the amount for this contract only. In addition, timing of the withdrawals may be restricted. We will notify you during the year of the amount you may take each Contract Year (Maximum Amount), and when you may take the Maximum Amount so you can satisfy your RMD obligations without inadvertently taking a Nonguaranteed Withdrawal. If you take withdrawals that exceed your Maximum Amount or if you do not honor the timing restrictions, any withdrawals greater than LPA will be treated as Nonguaranteed Withdrawals. See "Effect of Withdrawals" section above.

You must take your first annual RMD in the calendar year you turn age 70½. We reserve the right to make any changes we deem necessary to comply with the tax laws. **You should discuss these matters with your tax advisor prior to electing the GLIA Plus Rider.**

<u>Guaranteed Payment Phase</u>

The Guaranteed Payment Phase begins on the date the Account Value decreases to zero, but the Benefit Base is more than zero. During this phase, you will receive automatic payments each Contract Year equal to the LPA on the date of the first payment.

Once the Guaranteed Payment Phase begins, all other rights, benefits, values and charges under the contract, the GLIA Plus Rider and any other Riders, will terminate, except those described in this section and in the "Cancellation and Termination of Rider" section below. We will send you a written notice when the annuity contract enters the Guaranteed Payment Phase.

The payments will continue for the life of the Annuitant (or as long as either you or your spouse is alive if you elect the Spousal GLIA Plus Rider). The Guaranteed Payment Phase will end if the Rider terminates. See "Cancellation and Termination of Rider" section below.

If you reach your Maximum Retirement Date, the Rider will enter the Guaranteed Payment Phase unless you elect another annuity payout option. The LPA Annuity Option will continue to pay the LPA for as long as the Annuitant is alive (or or as long as either you or your spouse is alive if the Spousal GLIA Plus Rider is elected.) If you elect the applicable LPA Annuity Option, or one applies because you failed to make a different election, any remaining Account Value is forfeited.

<u>Contract Structure</u>

While this Rider is in effect:

1. You must be the owner and primary Annuitant, unless the owner is an entity. (Entity owners allowed on the Individual Rider only.)
2. Joint owners are not allowed.
3. Contingent Annuitants are not allowed.

If the Spousal GLIA Plus Rider is elected, in addition to numbers 1-3 above:

4. Entity owners are not allowed.
5. You must name your spouse as the Spousal Annuitant.
6. You must name your spouse as the owner's sole beneficiary and the Annuitant's sole beneficiary.

<u>Removal of Spousal Annuitant</u>

You may remove a Spousal Annuitant as a party, but you cannot add or change a Spousal Annuitant.
The Spousal Annuitant is automatically removed upon a divorce or other legal termination of your marriage or death of your spouse. Once the Spousal Annuitant is removed, lifetime withdrawals under the Spousal GLIA Plus Rider are no longer guaranteed for the lives of both you and your spouse. You must provide us with notice of the divorce or termination of marriage or the death of your spouse. If a spouse is removed, you can name new owner's beneficiaries and Annuitant's beneficiaries.

If the Spousal Annuitant is removed:

- **the 90% Spousal Factor will continue to apply to the LPA calculation.**
- the Withdrawal Percentage will continue to be based on the younger of you and your (now removed) spouse.
- the LPA Eligibility Date will not change.

- LPA is no longer guaranteed for the lives of both you and your spouse, but only for the life of the Annuitant.

Cancellation and Termination of Rider

You may cancel the Rider after it has been in effect for five Contract Years. After the fifth Contract Year, you will have a 45-day window following each Contract Anniversary to cancel your Rider.

This Rider will terminate automatically on the earliest of the following dates:

1. The date the Annuitant dies (or survivor of you and your spouse dies if you elect the Spousal GLIA Plus Rider);
2. The date the Benefit Base equals zero;
3. The date a Nonguaranteed Withdrawal reduces the Account Value to zero;
4. Before the LPA Eligibility Date, the date the Account Value reduces to zero;
5. The date that you transfer ownership of the contract or assign the contract or any benefits under the contract or Rider[11] unless:
    a. the new owner assumes full ownership of the contract and is essentially the same person as the current owner (for example, a change to a court appointed guardian representing the owner during the owner's lifetime);
    b. the assignment is temporary and solely for the purpose of effectuating a partial exchange under Section 1035 of the Tax Code; or
    c. the new owner is the Spousal Annuitant upon continuation of the contract (applies only if the Spousal GLIA Plus is elected);
6. If the Spousal GLIA Plus is elected, the date the Spousal Annuitant elects a death benefit other than the Spousal Continuation Benefit;
7. On the Maximum Retirement Date, unless the applicable LPA Annuity Option is in effect;
8. The date you elect an Annuity Benefit under the contract other than an LPA Annuity Option;
9. The date we process the cancellation of this Rider at your request;
10. The date you surrender the contract.

Once cancelled or terminated, this Rider may not be reinstated.

Additional Restrictions

The following additional restrictions apply to your annuity contract if you elect the GLIA Plus Rider:

- The Annuitant (or the *younger* of you and your spouse if you elect the Spousal GLIA Plus Rider) must be at least 45 years old on the date you elect the Rider.
- The Annuitant (or the *older* of you and your spouse if you elect the Spousal GLIA Plus Rider) may not be more than 80 years old on the date you elect the Rider.
- The Guaranteed Rate Options are not available.
- Dollar Cost Averaging is not available.
- Income Plus Withdrawal Program is not available.
- Systematic Contribution Program is not available.
- Customized Asset Rebalancing is not available.
- The Enhanced Earnings Benefit is not available.
- The GLIA Rider is not available.

Should You Purchase the GLIA Plus Rider?

The addition of the GLIA Plus Rider to your annuity contract may not always be in your best interest. For example:

1. if you are purchasing the GLIA Plus Rider to meet income needs, you should consider whether an immediate annuity is better suited to your situation;
2. if you are primarily seeking long-term asset growth and do not plan to take withdrawals until more than ten years after you purchase the Rider, the benefit of the GLIA Plus Rider may not justify its cost;
3. if you do not expect to take withdrawals while this Rider is in effect, you do not need the GLIA Plus Rider because the benefit is accessed through withdrawals;

[11] Absolute assignments and ownership changes are allowed under state law in CT and CA; however, if you transfer or assign ownership of the contract (even to a custodian or trust) and you have a Spousal GLIA Plus Rider, **your spouse will not receive benefits if you die before your spouse.** This result is dictated by the Tax Code, which requires the owner's sole beneficiary to be the owner's spouse to continue the contract and Rider.

4. if you are likely to need to take withdrawals prior to the LPA being available or in an amount that is greater than the LPA, you should carefully evaluate whether the GLIA Plus Rider is appropriate, due to the negative effect of Nonguaranteed Withdrawals on your Rider values; or
5. **if you and your spouse are more than 10 years apart in age, the Spousal GLIA Plus Rider is probably not suitable for you.**

Benefits paid may not exceed the charges associated with the Rider depending on how long the covered person lives.

You should consult with your tax advisor and financial representative and carefully consider your alternatives before deciding if the GLIA Plus Rider is suitable for your needs.

We may discontinue offering the GLIA Plus Rider at any time, but this will not affect your GLIA Plus Rider once it is issued.

Examples
Please see Appendix E-2 for hypothetical examples that illustrate how the GLIA Plus Rider works.

Enhanced Earnings Benefit Rider (EEB)

The EEB is an optional benefit Rider, which you may purchase for an additional fee. The EEB Rider provides an enhancement of the standard Death Benefit under the contract. Specifically, if there is a gain in the contract when we calculate the Death Benefit, we will pay an amount equal to a percentage of the gain as an additional Death Benefit. The EEB Rider is not available on contracts issued in Washington.

Gain is calculated by taking your Account Value on the Business Day we receive due proof of death and the beneficiaries election in Good Order, minus contributions adjusted for partial withdrawals. If the resulting value is less than zero, then gain will be set equal to zero for purposes of this Death Benefit calculation.

The cost of the EEB and the percentage of gain paid depend on the Annuitant's age on the Contract Date. We will assess the cost of the EEB at the end of each calendar quarter by multiplying your Account Value by the annual effective rate as indicated in the chart below and dividing by 4. Confirmation of this regular fee transaction will appear on your quarterly statement.

Annuitant Age on the Contract Date	Benefit Paid	Charge at Annual Effective Rate (fees are assessed quarterly)
59 or less	40% of Gain	0.20%
60-69	40% of Gain	0.40%
70-79	25% of Gain	0.50%
80 or more	Not Available	Not Available

The maximum benefit is 150% of your contributions less 150% of your withdrawals (including any withdrawal charges). Contributions received in the first seven Contract Years will be included for purposes of calculating the maximum benefit. Contributions received after the seventh Contract Anniversary will not be included in calculating the maximum benefit until they have been in the contract for six months.

If there is no gain or if a Death Benefit (which is paid on the death of the Annuitant) is not paid, the EEB will provide no benefit. Contributions received from exchanged contracts shall be treated as contributions for purposes of the EEB and determination of the percentage of gain paid. Any gain in the exchanged contract will not be carried over to the new contract for purposes of calculating the EEB. It will be carried over for purposes of income tax or exclusion allowance calculations.

Please see Appendix E for hypothetical examples that illustrate how the EEB Rider works.

The EEB automatically terminates if you surrender the contract or elect an Annuity Benefit. If a GLIA or GLIA Plus Rider is selected, the EEB is not available.

Any additional benefit provided by the EEB will be treated as earnings under the contract and taxed as income upon distribution. You should consult your tax advisor and your investment professional to determine if the EEB is suitable for your needs.

A special note if you are purchasing this annuity for use as an IRA: If you are purchasing this contract as an IRA and are electing the EEB there is no assurance that the contract will meet the qualification requirements for an IRA. You should carefully consider selecting the EEB if this contract is an IRA. Consult your tax or legal advisor if you are considering using the EEB with an IRA. The contract owner bears the risk of any adverse tax consequences.

Part 7 – Voting Rights

How Portfolio Shares Are Voted

Integrity Life is the legal owner of the shares of the Portfolios held by the Separate Account and, as such, has the right to vote on certain matters. Among other things, we may vote to elect a Portfolio's Board of Directors, to ratify the selection of independent auditors for a Portfolio, and on any other matters described in a Portfolio's current prospectus or requiring a vote by shareholders under the 1940 Act.

Whenever a shareholder vote is taken, we give you the opportunity to tell us how to vote the number of shares purchased as a result of contributions to your contract. We will send you Portfolio proxy materials and a form for giving us voting instructions.

If we do not receive instructions in time from all owners, we will vote shares in a Portfolio for which we have not received instructions in the same proportion as we vote shares for which we have received instructions. As a result of this proportional voting, the vote of a small number of contract owners may determine the outcome of a proposal. Under eligible deferred compensation plans and certain qualified plans, your voting instructions must be sent to us indirectly, through your employer, but we are not responsible for any failure by your employer to ask for your instructions or to tell us what your instructions are. We will vote any Portfolio shares that we are entitled to vote directly, because of amounts we have accumulated in our Separate Account, in the same proportion that other owners vote. If the federal securities laws or regulations or interpretations of them change so that we are permitted to vote shares of the Portfolios in our own right or to restrict owner voting, we may do so.

If shares of the Portfolios are sold to separate accounts of other insurance companies, the shares voted by those companies in accordance with instructions received from their contract holders will dilute the effect of voting instructions received by us from our owners.

How We Determine Your Voting Shares

You vote only on matters concerning the Portfolios that correspond to the Variable Account Options in which your contributions are invested on the record date set by the Portfolio's Board of Directors. We determine the number of Portfolio shares in each Variable Account Option under your contract by dividing the amount of your Account Value allocated to that Variable Account Option by the net asset value of one share of the corresponding Portfolio as of the record date set by a Portfolio's Board for its shareholders' meeting. We count fractional shares. The record date for this purpose cannot be more than 60 days before the shareholders' meeting. All Portfolio shares are entitled to one vote; fractional shares have fractional votes.

Part 8 – Tax Aspects of the Contract

Introduction

The effect of federal income taxes on your annuity contract values, withdrawals and Annuity Benefit payments varies depending on many factors including:

- our tax status
- the tax status of the contract
- the type of retirement plan, if any, for which the contract is purchased
- the tax and employment status of the persons receiving payments

The following discussion of the federal income tax treatment of an annuity contract is not designed to cover all situations and is not intended to be tax advice. It is based upon our understanding of the present federal income tax laws as currently interpreted by the Internal Revenue Service (IRS) and various courts. The IRS or the courts may change their views on the treatment of these contracts. Future legislation may have a negative effect on annuity contracts. Also, we have not attempted to consider the effect of any applicable state or other tax laws.

Tax laws are complex and they differ depending on whether you own a Qualified or Nonqualified Annuity. It is important to remember that tax results vary depending on your particular circumstances. If you are considering buying an annuity contract, making a withdrawal from an annuity contract or selecting an Annuity Benefit, you should consult a qualified tax advisor about your individual situation. **Integrity Life does not provide tax advice** or guarantee the federal, state, or local tax status of any contract or any tax treatment of any transaction involving its contracts.

Your Contract is an Annuity

- You can purchase a Nonqualified Annuity with after-tax dollars. Taxes on earnings under the Nonqualified Annuity generally are deferred until you make a withdrawal.
- You can purchase a Qualified Annuity with after-tax dollars to fund a Roth IRA. The earnings under a Roth IRA generally are fully excluded from taxable income at distribution, subject to certain rules and limitations.
- You can purchase a Qualified Annuity to fund a traditional IRA with tax-deductible dollars or roll over pre-tax dollars from another traditional IRA or a qualified retirement plan, such as a 401(k) plan. Withdrawals from these annuity contracts generally are fully taxable as ordinary income to the extent the cash value of your contract exceeds your investment in the contract.

This prospectus discusses the basic federal tax rules that apply to Nonqualified Annuities and touches on a few of the special tax rules that apply to Qualified Annuities.

Taxation of Annuities Generally

Section 72 of the Tax Code governs the taxation of annuities. In general, contributions you put into a Nonqualified Annuity (your “basis” or “investment in the contract”) will not be taxed when you receive those amounts back in a distribution. You are not generally taxed on the annuity’s earnings until some form of withdrawal or distribution is made under the contract. However, under certain circumstances, the increase in value may be subject to current federal income tax. For example, corporations, partnerships, and other non-natural persons cannot defer tax on the annuity’s earnings unless an exception applies. In addition, if an owner transfers an annuity as a gift to someone other than a spouse (or to a former spouse under a court order), all increases in its value are taxed at the time of transfer. The assignment or pledge of any portion of the value of an annuity contract will be treated as a distribution of that portion.

You can take withdrawals from your contract or you can elect an Annuity Benefit. For a Nonqualified Annuity, the tax implications are different for each type of distribution.

- Withdrawals from a contract before Annuity Benefit payments begin are treated as taxable income to the extent the cash value of the contract exceeds your investment in the contract. Withdrawals after any such excess is withdrawn represent a return of your investment in the annuity and are not taxable. Generally, your investment in the contract equals the contributions you make minus any amounts previously withdrawn that were not treated as taxable income. Special rules may apply if the contract includes contributions made prior to August 14, 1982 that were transferred to the contract as a tax-free exchange.
- If you elect an Annuity Benefit, part of each payment will be the tax-free return of your investment in the contract, based on a ratio of your investment to the your expected return under the contract (exclusion

ratio). The rest of each payment will be taxed as ordinary income. That means that part of each annuity payment is tax free and part is taxable. When all of these tax-free portions add up to your investment in the contract, all remaining payments are taxed as ordinary income. If the annuity payments end before the total investment is recovered, a deduction for the remaining basis will generally be allowed on the owner's final federal income tax return.

We may be required to withhold federal income taxes on all distributions unless the eligible recipients elect not to have any amounts withheld and properly notify us of that election.

You may be subject to a tax penalty of 10% on the taxable portion of a distribution from either a Qualified or Nonqualified Annuity. There is an exception to this 10% additional federal tax if:

Some distributions will be exempt from the additional federal tax. There is an exception to this 10% additional federal tax for:

1) distributions made on or after the date you (or the Annuitant as applicable) reach age 59 ½;
2) distributions following your death or disability (or the Annuitant as applicable) (for this purpose "disability" is defined in Code Section 72(m)(7));
3) distributions paid in series of substantially equal payments made annually (or more frequently) for your life (or life expectancy) or joint lives (or life expectancies) of you and designated beneficiary;
4) distributions made to you after separation from service after attaining age 55 (does not apply to IRAs);
5) distributions made to you to the extent such distributions do not exceed the amount allowable as a deduction under Code Section 213 to you for amounts paid during the taxable year for medical care (determined without regard to whether you itemize deductions for such taxable year);
6) distributions to an alternate payee pursuant to a qualified domestic relations order (within the meaning of Code Section 414(p)(1));
7) distributions from an IRA for the health insurance (as described in Code Section 213)(d)(1)(D)) for you and your spouse and dependents if you have received unemployment compensation for at least 12 weeks (this exception will no longer apply after you have been re-employed for at least 60 days);
8) distributions from an IRA made to you, to the extent such distributions do not exceed your qualified higher education expenses (as defined in Code Section 72(t)(7)) for the tax year;
9) distributions from an IRA which are qualified first-time homebuyer distributions (as defined in Code Section 72(t)(8));
10) distributions made to a reservist called to active duty after September 11, 2001, for a period in excess of 179 days (or for an indefinite period), from IRAs or amounts attributable to elective deferrals under a 401(k) plan made during such active period; and
11) distributions made on account of an IRS levy upon a qualified contract.

With respect to 3) above, if the series of substantially equal periodic payments is modified (other than by reason of death or disability) before the close of the 5-year period beginning with the date of the first payment and after you attain age 59 ½, or before you attain age 59 ½, then the tax for the year of the modification is increased by the 10% additional federal tax, plus interest for the tax years in which the exception was used. You should consult with your tax adviser before taking any partial withdrawals from your Contract.

The IRS will treat all annuity contracts issued by us or our affiliates to one owner during any calendar year as a single contract in measuring the taxable income that results from surrenders and withdrawals under any one of the contracts.

Tax Treatment of Living Benefits

If you elect a GLIA or GLIA Plus Rider, withdrawals of your Lifetime Payout Amount (LPA) are taxable as income to the extent that the Account Value exceeds your investment in the contract. Once you have withdrawn all of the gain and then recover the entire investment in your annuity contract, if additional payments are made under a GLIA or GLIA Plus Rider, those payments are taxable.

Tax-Favored Retirement Programs

An owner can use this annuity with certain types of qualified retirement plans that receive favorable tax treatment under the Tax Code. Numerous tax rules apply to the participants in qualified retirement plans and to the contracts used in connection with those plans. These tax rules vary according to the type of plan and the terms and conditions of the plan itself, regardless of the terms and conditions of the contract. Special rules also apply to the time at which distributions must begin and the form in which the distributions must be paid. Also, we do not offer loans through our annuity contracts even if the qualified plan allows for them.

Annuities in Qualified Plans

IRAs and qualified retirement plans, such as 401(k) plans, provide you with tax-deferred growth and other tax advantages. **If you are investing in a variable annuity through a qualified retirement plan (such as a 401(k) or IRA), you will get no additional tax advantage from the variable annuity.** Under these circumstances, consider buying a variable annuity only if it makes sense because of the annuity's other features, such as the Death Benefit, Annuity Benefit or optional Riders.

Required Minimum Distributions (RMDs)

If you have a Qualified Annuity (other than a Roth IRA), you may need to withdraw money from this annuity contract in order to satisfy the RMDs required by the Tax Code after you turn 70½. The distribution required by April 1 is for the year you actually turn 70½ years old. You must take distributions for each calendar year after the year you turn age 70½ by December 31 of that year. We will calculate the RMDs with respect to this annuity contract based on the prior calendar year-end fair market value of this annuity contract only. We do not take into account your other assets or distributions in making this calculation. **You should discuss these matters with your tax advisor.**

If your contract provides an additional benefit, such as an enhanced death benefit or if you have elected an optional GLIA or GLIA Plus Rider, the fair market value of your contract may increase by the actuarial present value of those benefits. Therefore, the amount of the RMD you must take may increase.

Failure to comply with the RMD rules applicable to qualified contracts may result in the imposition of an excise tax. This excise tax generally equals 50% of the amount by which an RMD exceeds the actual distribution from the contract.

Roth IRAs do not require distributions at any time prior to the owner's death.

Inherited IRAs

The death benefit paid under this contract may be extended as an inherited IRA. This occurs if, after the death of the owner of an IRA, the owner's beneficiary directs that the death proceeds be titled as an inherited IRA. The owner's beneficiary on the original IRA contract will become the inherited IRA owner and may name his or her own beneficiary in the event of death.

The inherited IRA owner may invest in the Investment Options available under the current version of the contract. Fees and charges will continue to apply and no additional contribution can be made. The inherited IRA owner must take RMDs beginning on or before December 31 of the calendar year after the original owner's death. If the beneficiary is a spouse and has elected this option, distributions may begin at the end of the calendar year in which the owner would have reached age 70½, if later.

Exchanges and Transfers

In some circumstances, you may move money tax-free from one annuity to another. Money can be moved from one Nonqualified Annuity to another under section 1035 of the Tax Code. This is usually called a "1035 exchange." Money can be moved from one IRA to another IRA or from another qualified plan, such as a 401(k) plan or 403(b) tax sheltered annuity, to an IRA. This may be done by means of a rollover or a trustee-to-trustee transfer.

You can make only one rollover from an IRA to another (or the same) IRA in any 12-month period, regardless of the number of IRAs you own. The limit will apply by aggregating all of an individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. Trustee-to-trustee transfers between IRAs are not limited. Rollovers from traditional IRAs to Roth IRAs ("conversions") are not limited.

Money invested in this annuity contract is not available for exchange under section 1035 of the Tax Code or for a trustee-to-trustee transfer as long as it is subject to a withdrawal charge. You cannot use your Free Withdrawal Amount as an exchange under section 1035 of the Tax Code or for a trustee-to-trustee transfer.

You cannot roll over from a SIMPLE IRA during the first two years of participation in the SIMPLE IRA and you cannot roll over after-tax contributions that are included in the other plans.

Tax laws are complex and your individual situation is unique. **You should always consult a tax advisor before you move or attempt to move assets from one annuity to another annuity, contract or plan.**

Federal and State Income Tax Withholding

We are required to withhold federal income taxes on all distributions from your annuity contract. If you are eligible, you may elect not to have any amounts withheld if you provide notice to us in Good Order. Also, certain states have indicated that we must apply withholding to payments made to their residents. Generally, an election out of federal withholding will also be considered an election out of state withholding.

Tax Status of the Company

Under existing federal income tax laws, we do not pay tax on investment income and realized capital gains of the Separate Account. We do not anticipate that we will incur any federal income tax liability on the income and gains earned by the Separate Account. The Company, therefore, does not impose a charge for federal income taxes. If federal income tax law changes and we must pay tax on some or all of the income and gains earned by the Separate Account, we may impose a charge against the Separate Account to pay the taxes. We can also set up reserves for taxes. We receive a tax deduction for dividends received by the Funds.

Transfers Among Investment Options

There will not be any current tax liability if you transfer any part of the Account Value among the Investment Options in your contract.

Part 9 – Additional Information

Systematic Withdrawal Program

We offer a program that allows you to pre-authorize periodic withdrawals from your contract prior to your Retirement Date. You can choose to have withdrawals made monthly, quarterly, semi-annually or annually and can specify the day of the month (other than the 29th, 30th or 31st) on which the withdrawal is to be made. If you do not select how often you want to receive withdrawals, we will make them on a monthly basis. You may specify a dollar amount or an annual percentage to be withdrawn, such as the Free Withdrawal Amount. The minimum systematic withdrawal is $100. If you do not have enough Account Value to make the withdrawal you have specified, no withdrawal will be made and your enrollment in the program will end. You may specify an account for direct deposit of your systematic withdrawals. Direct deposit is required for monthly withdrawals. Withdrawals under this program are subject to withdrawal charges, if any (see Part 4, section titled "Withdrawal Charge") and to income tax and a 10% tax penalty if you are under age 59½. See Part 8.

To enroll in our Systematic Withdrawal Program, send the appropriate form to our Administrative Office. You may terminate your participation in the program upon prior written notice. We may terminate or change the Systematic Withdrawal Program at any time.

Cyber Security

We rely heavily on interconnected computer systems and digital data to conduct our variable product business activities. Because our variable product business is highly dependent upon the effective operation of our computer systems and those of our business partners, our business is potentially vulnerable to disruptions from utility outages and other problems, and susceptible to operational and information security risks resulting from information systems failure, including hardware and software malfunctions and cyber-attacks. These risks include, among other things, the theft, misuse, corruption and destruction of data maintained online or digitally, interference with or denial of service attacks on websites and other operational disruption and unauthorized release of confidential customer information. Such systems failures and cyber-attacks affecting us, the underlying funds, the principal underwriter and other affiliated or third-party service providers may adversely affect us and your Contract Value. For instance, cyber-attacks may interfere with our processing of policy transactions, including the processing of orders with the underlying funds; cause the release and possible destruction of confidential customer or business information; 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 Contract that result from cyber-attacks or information security breaches in the future. These risks also apply to other insurance and financial services companies and businesses.

Anti-Money Laundering

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 Contract to government agencies or departments.

Income Plus Withdrawal Program

We offer an Income Plus Withdrawal Program that allows you to pre-authorize substantially equal periodic withdrawals, based on your life expectancy as defined by the Tax Code, from your contract anytime before you reach age 59½. You will not have to pay a tax penalty for these withdrawals, but they will be subject to ordinary income tax. See Part 8. Once you begin receiving your withdrawals under this program, you should not change or stop the withdrawals until the later of:

- the date you reach age 59½; and
- five years from the date of the first withdrawal under the program.

If you change or stop the withdrawals or take an additional withdrawal, you may have to pay a 10% penalty tax that would have been due on all prior withdrawals made under the Income Plus Withdrawal Program before you reached the date described above, plus interest.

You can choose the Income Plus Withdrawal Program any time before you reach age 59½. You may choose to have withdrawals made monthly, quarterly, semi-annually or annually and may specify the day of the month (other than the 29th, 30th or 31st) on which the withdrawal is made. You may specify an account for direct deposit of your withdrawals. Direct deposit is required for monthly withdrawals. We will calculate the amount of the withdrawal, subject to a $100 minimum. We are not responsible for any tax or other liability you may incur if our good faith calculations are not correct. You should consult with your tax advisor to ensure these withdrawals are appropriate to your situation.

If on any withdrawal date you do not have enough Account Value to make the withdrawal you have specified, no withdrawal will be made and your enrollment in the program will end.

To enroll in our Income Plus Withdrawal Program, send the appropriate form to our Administrative Office. You may end your participation in the program upon prior written notice. We may terminate or change the Income Plus Withdrawal Program at any time. This program is not available in connection with the Systematic Withdrawal Program. Withdrawals under this program are subject to withdrawal charges, if any. See Part 4, section titled "Withdrawal Charge."

This program is not available with the GLIA or GLIA Plus Rider. See Part 6.

Choices Plus Required Minimum Distribution (RMD) Program

We offer a Choices Plus RMD Program that allows you to pre-authorize withdrawals from your Qualified Annuity contract (such as a traditional IRA) after you turn 70½ years old. The Tax Code requires that you take minimum distributions from most Qualified Annuity contracts beginning on or before April 1 of the calendar year following the calendar year in which you turn 70½ years old. The distribution required by April 1 is for the year you actually turn 70½ years old. You must take distributions for each calendar year after the year you turn age 70½ by December 31 of that year. These withdrawals are subject to ordinary income tax. See Part 8.

You can choose the Choices Plus RMD Program at any time if you are age 70½ or older, by sending the election form to our Administrative Office. You can choose to have withdrawals made monthly, quarterly, semi-annually, or annually and can specify the day of the month (other than the 29th, 30th, or 31st) on which the withdrawal is made. You may specify an account for direct deposit of your withdrawals. Direct deposit is required for monthly withdrawals. We will calculate the amount of the withdrawals using current IRS guidance. We are not responsible for any tax or other liability you may incur if our good faith calculations are not correct. You should consult with your tax advisor to ensure these withdrawals are appropriate to your situation.

Withdrawals of Account Value that are made as part of the Choices Plus program are not subject to withdrawal charges or MVAs, as long as you do not take additional withdrawals that would exceed your Free Withdrawal Amount when combined with the RMD amount. You may end your participation in the program upon prior written notice. We may terminate or change the Choices Plus RMD Program at any time.

This program is not available with the GLIA or GLIA Plus Rider. See Part 6.

Dollar Cost Averaging Program

Dollar cost averaging refers to the practice of investing the same amount in the same Variable Account Option at regular intervals (such as once a month), regardless of market conditions. Thus, you automatically buy more Units when the price is low and fewer when the price is high. Over time, you may reduce the risk of buying Units when their cost is highest. Dollar cost averaging does not assure a profit and does not protect against investment losses.

We offer a Dollar Cost Averaging Program under which we transfer contributions that you have allocated to the Fidelity VIP Money Market Portfolio to one or more other Variable Account Options on a monthly, quarterly, semi-annual or annual basis. You must tell us how much you want transferred into each Variable Account Option. The minimum transfer to each Variable Account Option is $250. We will not charge a transfer charge under our Dollar Cost Averaging Program, and these transfers will not count toward the 12 free transfers you may make in a Contract Year.

To enroll in our Dollar Cost Averaging Program, send the appropriate form to our Administrative Office. You may terminate your participation in the program upon prior written notice. We may terminate or change the Dollar Cost Averaging Program at any time. If you do not have enough Account Value in the Fidelity VIP Money Market Portfolio to transfer to each Variable Account Option specified, no transfer will be made and your enrollment in the program will end.

This program is not available with the GLIA or GLIA Plus Rider. See Part 6.

Systematic Transfer Program

We also offer a Systematic Transfer Program where we accept new contributions into a Systematic Transfer Option (STO), which is a Fixed Account, and make transfers out of the STO to one or more Variable Account Options (or to the Investment Options under your selected GLIA Plus Investment Strategy) on a monthly or quarterly basis. We will transfer your STO contributions in approximately equal installments of at least $1,000 over either a six-month or a one-year period, depending on the option you select. If you do not have enough Account Value in the STO to transfer to each Variable Account Option specified, a final transfer will be made on a pro rata basis and your enrollment in the program will end. All interest accrued and any Account Value remaining in the STO at the end of the period during which transfers are scheduled to be made will be transferred at the end of that period on a pro rata basis to the Variable Account Options you chose for this program. You cannot transfer Account Value into the STO.

We will not charge a transfer charge under our Systematic Transfer Program, and these transfers will not count toward the 12 free transfers you may make in a Contract Year. See Part 4, section titled "Transfer Charge."

To enroll in our Systematic Transfer Program, send the appropriate form to our Administrative Office. We can end the Systematic Transfer Program in whole or in part, or restrict contributions to the program. This program may not be currently available in some states.

This program is available with the GLIA Plus Rider, but is not available with the GLIA Rider. See Part 6.

Customized Asset Rebalancing Program

Asset rebalancing allows you to maintain a diversified investment mix that is appropriate for your goals and risk tolerance. Because your different Investment Options will experience different gains and losses at different times, your asset allocation may shift from your preferred mix. Asset rebalancing periodically resets your investments to your original allocations, ensuring that your asset mix stays in line with your investment strategy.

We offer a Customized Asset Rebalancing Program that allows you to establish a rebalancing allocation and determine how often the Account Value in your currently available Variable Account Options will rebalance to that allocation. You can choose to rebalance monthly, quarterly, semi-annually or annually.

The Account Value in the currently available Variable Account Options will automatically be rebalanced back to your rebalancing allocation percentages by selling all existing Units subject to rebalancing and repurchasing Units according to your rebalancing allocation. You will receive a confirmation notice after each rebalancing. Variable Account Options that are closed to new purchases and Fixed Accounts are not included in the Customized Asset Rebalancing Program.

A transfer request or a reallocation of your Account Value does not change your rebalancing allocation. You must provide specific instructions if you wish to change your rebalancing allocations. We do not charge a transfer charge for transfers under our Customized Asset Rebalancing Program, and the transfers do not count toward your 12 free transfers. See Part 4, section titled "Transfer Charge."

To enroll in our Customized Asset Rebalancing Program, send the appropriate form to our Administrative Office. Other allocation programs, such as Dollar Cost Averaging, may not work with the Customized Asset Rebalancing Program. Therefore, you should monitor your use of other programs, as well as transfers and withdrawals, while the Customized Asset Rebalancing Program is in effect. You may terminate your participation in the program upon prior written notice, and we may end or change the Customized Asset Rebalancing Program at any time. We recommend you consult with your financial professional when establishing your investment portfolio.

This program is not available with the GLIA or GLIA Plus Rider. See Part 6.

Systematic Contributions Program

We offer a program for systematic contributions that allows you to pre-authorize monthly, quarterly, or semi-annual withdrawals from your checking account to make your contributions to your annuity contract. To enroll in this program, send the appropriate form to our Administrative Office. You or we may end your participation in the program with 30 days prior written notice. We may end your participation if your bank declines to make any payment. The minimum amount for systematic contributions is $100 per month.

This program is not available with the GLIA or GLIA Plus Rider. See Part 6.

Legal Proceedings

Integrity Life is a party to litigation and arbitration proceedings in the ordinary course of its business. None of these matters is expected to have a material adverse effect on Integrity Life.

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If you would like to receive a copy of the Statement of Additional Information, please write:

Administrative Office
Integrity Life Insurance Company
400 Broadway
Cincinnati, OH 45201-3341
ATTN: Request SAI of Integrity Life Pinnacle V (post 1-1-12) dated May 1, 2019

Appendix A

Financial Information for Separate Account I of Integrity Life (Pinnacle V)

For the Variable Account Options we currently offer, the table below shows the following data for Pinnacle V contracts with a mortality and expense risk charge of 1.55% issued after May 1, 2007: Unit Value at inception; the number of Units outstanding at December 31 of each year since inception; and the Unit Value at the beginning and end of each period since inception.

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
American Funds I.S. Bond, Class 4 (1480)											
Unit value at beginning of period	$9.99	$9.82	$10.00	-	-	-	-	-	-	-	$10.00
Unit value at end of period	$9.75	$9.99	$9.82								
Units outstanding at end of period	148,906	107,633	59,091								4-29-16
American Funds I.S. Capital Income Builder, Class 4 (1477)											
Unit value at beginning of period	$10.55	$.951	$9.31	$10.00	-	-	-	-	-	-	$10.00
Unit value at end of period	$9.63	$10.55	$9.51	$9.31							
Units outstanding at end of period	49,604	42,658	32,741	6,599							4-24-15
American Funds I.S. Global Growth, Class 4 (1472)											
Unit value at beginning of period	$14.10	$10.92	$11.05	$10.52	$10.48	$10.00	-	-	-	-	$10.00
Unit value at end of period	$12.59	$14.10	$10.92	$11.05	$10.52	$10.48					
Units outstanding at end of period	573,629	598,445	572,729	590,103	7,493	0					12-12-13
American Funds I.S. Growth, Class 4 (1474)											
Unit value at beginning of period	$15.80	$12.54	$11.66	$11.11	$10.43	$10.00	-	-	-	-	$10.00
Unit value at end of period	$15.48	$15.80	$12.54	$11.66	$11.11	$10.43					
Units outstanding at end of period	293,012	249,994	148,171	60,689	44,139	0					12-12-13
American Funds I.S. Growth-Income, Class 4 (1475)											
Unit value at beginning of period	$14.88	$12.38	$11.30	$11.34	$10.44	$10.00	-	-	-	-	$10.00
Unit value at end of period	$14.34	$14.88	$12.38	$11.30	$11.34	$10.44					
Units outstanding at end of period	823,432	844,685	769,216	713,100	75,792	0					12-12-13

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
American Funds I.S. Managed Risk Asset Allocation, Class P2 (1476)											
Unit value at beginning of period	$12.10	$10.70	$10.13	$10.40	$10.27	$10.00	-	-	-	-	$10.00
Unit value at end of period	$11.32	$12.10	$10.70	$10.13	$10.40	$10.27					
Units outstanding at end of period	326,914	337,270	283,317	164,265	51,332	0					12-12-13
American Funds I.S. New World, Class 4 (1473)											
Unit value at beginning of period	$11.66	$9.17	$8.87	$9.33	$10.31	$10.00	-	-	-	-	$10.00
Unit value at end of period	$9.84	$11.66	$9.17	$8.87	$9.33	$10.31					
Units outstanding at end of period	56,667	51,902	22,795	8,051	3,942	0					12-12-13
BlackRock Capital Appreciation V.I., Class III (1439)											
Unit value at beginning of period	$17.87	$13.65	$13.88	$13.23	$12.38	$9.42	$8.43	$10.00	-	-	$10.00
Unit value at end of period	$17.96	$17.87	$13.65	$13.88	$13.23	$12.38	$9.42	$8.43			
Units outstanding at end of period	420,298	382,189	296,620	176,702	145,165	120,509	73,484	13,828			4-29-11
BlackRock Global Allocation V.I., Class III (1438)											
Unit value at beginning of period	$12.18	$10.88	$10.65	$10.92	$10.88	$9.66	$8.93	$10.00	-	-	$10.00
Unit value at end of period	$11.08	$12.18	$10.88	$10.65	$10.92	$10.88	$9.66	$8.93			
Units outstanding at end of period	18,404	31,632	36,342	33,935	36,730	23,217	23,781	9,271			4-29-11
BlackRock High Yield V.I., Class III (1481)											
Unit value at beginning of period	$11.19	$10.61	$10.00	-	-	-	-	-	-	-	$10.00
Unit value at end of period	$10.69	$11.19	$10.61								
Units outstanding at end of period	39,799	14,131	2,451								4-29-16
BlackRock Total Return V.I., Class III (1482)											
Unit value at beginning of period	$10.00	$9.84	$10.00	-	-	-	-	-	-	-	$10.00
Unit value at end of period	$9.78	$10.00	$9.84								
Units outstanding at end of period	134,930	72,415	21,472								4-29-16
Columbia Variable Portfolio – Mid Cap Value, Class 1 (1440)											
Unit value at beginning of period	$17.07	$15.27	$13.59	$14.53	$13.13	$9.68	$8.29	$10.00	-	-	$10.00
Unit value at end of period	$14.57	$17.07	$15.27	$13.59	$14.53	$13.13	$9.68	$8.29			
Units outstanding at end of period	42,956	41,217	46,497	31,881	39,662	30,294	4,187	3,636			4-28-11

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
Columbia Variable Portfolio – Small Cap Value, Class 2 (1429)											
Unit value at beginning of period	$28.53	$25.42	$19.45	$21.09	$20.79	$15.75	$14.38	$15.56	$12.50	$10.00	$10.00
Unit value at end of period	$22.98	$28.53	$25.42	$19.45	$21.09	$20.79	$15.75	$14.38	$15.56	$12.50	
Units outstanding at end of period	85,530	103,163	82,450	78,974	64,810	40,441	22,835	15,103	8,175	1,302	5-2-09
DWS Small Cap Index VIP, Class B (1259)											
Unit value at beginning of period	$17.32	$15.43	$12.98	$13.86	$13.48	$9.90	$8.68	$9.24	$7.44	$5.98	$10.00
Unit value at end of period	$15.11	$17.32	$15.43	$12.98	$13.86	$13.48	$9.90	$8.68	$9.24	$7.44	
Units outstanding at end of period	57,752	59,277	49,436	25,227	28,954	32,229	29,070	47,007	54,781	56,321	5-1-07
Fidelity VIP Asset Manager, Service Class 2 (1232)											
Unit value at beginning of period	$14.80	$13.21	$13.05	$13.26	$12.77	$11.24	$10.18	$10.63	$9.48	$7.48	$10.00
Unit value at end of period	$13.75	$14.80	$13.21	$13.05	$13.26	$12.77	$11.24	$10.18	$10.63	$9.48	
Units outstanding at end of period	29,153	31,211	31,816	32,158	49,146	34,569	30,980	26,150	22,842	28,276	5-1-07
Fidelity VIP Balanced, Service Class 2 (1241)											
Unit value at beginning of period	$16.46	$14.40	$13.67	$13.84	$12.78	$10.88	$9.63	$10.17	$8.77	$6.44	$10.00
Unit value at end of period	$15.49	$16.46	$14.40	$13.67	$13.84	$12.78	$10.88	$9.63	$10.17	$8.77	
Units outstanding at end of period	78,567	92,775	94,695	99,397	89,682	79,976	77,712	90,760	94,021	50,517	5-1-07
Fidelity VIP Contrafund, Service Class 2 (1239)											
Unit value at beginning of period	$18.17	$15.18	$14.31	$14.48	$13.17	$10.22	$8.94	$9.34	$8.11	$6.08	$10.00
Unit value at end of period	$16.70	$18.17	$15.18	$14.31	$14.48	$13.17	$10.22	$8.94	$9.34	$8.11	
Units outstanding at end of period	847,598	969,379	936,938	901,427	966,537	795,541	611,626	531,204	492,991	323,641	5-1-07
Fidelity VIP Disciplined Small Cap, Service Class 2 (1247)											
Unit value at beginning of period	$16.84	$16.01	$13.30	$13.81	$13.37	$9.84	$8.43	$8.70	$7.07	$5.89	$10.00
Unit value at end of period	$14.37	$16.84	$16.01	$13.30	$13.81	$13.37	$9.84	$8.43	$8.70	$7.07	
Units outstanding at end of period	56,061	64,189	82,893	28,472	43,671	37,217	14,064	8,167	14,355	13,297	5-1-07
Fidelity VIP Equity-Income, Service Class 2 (1237)											
Unit value at beginning of period	$13.87	$12.50	$10.79	$11.44	$10.71	$8.51	$7.39	$7.46	$6.59	$5.15	$10.00
Unit value at end of period	$12.49	$13.87	$12.50	$10.79	$11.44	$10.71	$8.51	$7.39	$7.46	$6.59	
Units outstanding at end of period	112,970	115,629	107,409	94,998	155,315	156,442	99,821	107,993	107,003	103,859	5-1-07

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
Fidelity VIP Freedom 2010, Service Class 2 (1248)											
Unit value at beginning of period	$14.02	$12.62	$12.19	$12.44	$12.13	$10.88	$9.91	$10.11	$9.12	$7.47	$10.00
Unit value at end of period	$13.21	$14.02	$12.62	$12.19	$12.44	$12.13	$10.88	$9.91	$10.11	$9.12	
Units outstanding at end of period	22,737	24,302	32,798	35,831	59,849	60,242	61,638	80,639	60,325	57,813	5-1-07
Fidelity VIP Freedom 2015, Service Class 2 (1249)											
Unit value at beginning of period	$14.23	$12.59	$12.12	$12.37	$12.03	$10.71	$9.72	$9.92	$8.94	$7.26	$10.00
Unit value at end of period	$13.27	$14.23	$12.59	$12.12	$12.37	$12.03	$10.71	$9.72	$9.92	$8.94	
Units outstanding at end of period	82,373	90,516	104,398	99,137	308,516	154,603	140,494	138,074	153,782	126,647	5-1-07
Fidelity VIP Freedom 2020, Service Class 2 (1251)											
Unit value at beginning of period	$14.16	$12.37	$11.87	$12.12	$11.77	$10.34	$9.29	$9.55	$8.48	$6.70	$10.00
Unit value at end of period	$13.09	$14.16	$12.37	$11.87	$12.12	$11.77	$10.34	$9.29	$9.55	$8.48	
Units outstanding at end of period	201,324	246,835	265,576	328,905	329,288	322,940	350,068	276,081	237,065	156,211	5-1-07
Fidelity VIP Freedom 2025, Service Class 2 (1252)											
Unit value at beginning of period	$14.87	$12.85	$12.31	$12.57	$12.17	$10.33	$9.14	$9.51	$8.36	$6.54	$10.00
Unit value at end of period	$13.65	$14.87	$12.85	$12.31	$12.57	$12,17	$10.33	$9.14	$9.51	$8.36	
Units outstanding at end of period	241,093	241,757	242,431	250,868	191,329	196,480	191,029	109,629	105,083	85,671	5-1-07
Fidelity VIP Freedom 2030, Service Class 2 (1253)											
Unit value at beginning of period	$14.79	$12.45	$11.89	$12.14	$11.77	$9.85	$8.68	$9.08	$7.96	$6.16	$10.00
Unit value at end of period	$13.39	$14.79	$12.45	$11.89	$12.14	$11.77	$9.85	$8.68	$9.08	$7.96	
Units outstanding at end of period	25,966	24,320	26,186	26,080	24,108	24,021	24,637	25,328	24,198	24,808	5-1-07
Fidelity VIP Government Money Market, Initial Class (1479)											
Unit value at beginning of period	$9.68	$9.76	$9.89	$10.00	-	-	-	-	-	-	$10.00
Unit value at end of period	$9.68	$9.68	$9.76	$9.89							
Units outstanding at end of period	89,043	121,583	475,918	1,043,631							4-24-15
Fidelity VIP Growth, Service Class 2 (1238)											
Unit value at beginning of period	$20.67	$15.57	$15.73	$14.95	$13.67	$10.21	$9.07	$9.21	$7.56	$6.00	$10.00
Unit value at end of period	$20.26	$20.67	$15.57	$15.73	$14.95	$13.67	$10.21	$9.07	$9.21	$7.56	
Units outstanding at end of period	292,230	270,483	177,597	124,598	132,039	110,994	67,001	43,042	33,133	22,735	5-1-07

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
Fidelity VIP High Income, Service Class 2 (1218)											
Unit value at beginning of period	$15.04	$14.29	$12.71	$13.43	$13.52	$12.99	$11.58	$11.34	$10.13	$7.17	$10.00
Unit value at end of period	$14.27	$15.04	$14.29	$12.71	$13.43	$13.52	$12.99	$11.58	$11.34	$10.13	
Units outstanding at end of period	57,628	87,098	82,076	219,081	69,904	73,896	70,658	59,933	62,429	54,803	5-1-07
Fidelity VIP Index 500, Service Class 2 (1240)											
Unit value at beginning of period	$18.09	$15.14	$13.78	$13.85	$12.42	$9.56	$8.40	$8.38	$7.42	$5.97	$10.00
Unit value at end of period	$16.97	$18.09	$15.14	$13.78	$13.85	$12.42	$9.56	$8.40	$8.38	$7.42	
Units outstanding at end of period	1,177,004	1,233,746	1,245,665	1,194,813	411,238	287,547	205,003	156,215	140,143	100,119	5-1-07
Fidelity VIP Investment Grade Bond, Service Class 2 (1219)											
Unit value at beginning of period	$13.13	$12.82	$12.46	$12.77	$12.28	$12.74	$12.25	$11.63	$10.98	$9.66	$10.00
Unit value at end of period	$12.82	$13.13	$12.82	$12.46	$12.77	$12.28	$12.74	$12.25	$11.63	$10.98	
Units outstanding at end of period	1,515,833	1,654,160	1,414,441	1,028,205	738,106	527,890	357,158	255,917	221,551	134,670	5-1-07
Fidelity VIP Mid Cap, Service Class 2 (1244)											
Unit value at beginning of period	$18.87	$15.90	$14.43	$14.90	$14.27	$10.67	$9.46	$10.78	$8.52	$6.19	$10.00
Unit value at end of period	$15.83	$18.87	$15.90	$14.43	$14.90	$14.27	$10.67	$9.46	$10.78	$8.52	
Units outstanding at end of period	94,863	117,499	122,745	125,878	153,791	145,288	117,436	169,562	213,206	173,502	5-1-07
Fidelity VIP Overseas, Service Class 2 (1220)											
Unit value at beginning of period	$10.71	$8.37	$8.97	$8.82	$9.77	$7.62	$6.43	$7.91	$7.12	$5.73	$10.00
Unit value at end of period	$8.95	$10.71	$8.37	$8.97	$8.82	$9.77	$7.62	$6.43	$7.91	$7.12	
Units outstanding at end of period	75,943	80,452	105,464	98,233	143,482	114,491	109,272	105,918	98,654	72,162	5-1-07
Fidelity VIP Target Volatility, Service Class 2 (1471)											
Unit value at beginning of period	$12.32	$10.76	$10.41	$10.71	$10.29	$10.00	-	-	-	-	$10.00
Unit value at end of period	$11.40	$12.32	$10.76	$10.41	$10.71	$10.29					
Units outstanding at end of period	174,399	182,132	168,327	81,526	20,447	0					12-12-13
FT Franklin Growth & Income VIP, Class 2 (1215)											
Unit value at beginning of period	$14.97	$13.12	$11.94	$12.24	$11.39	$8.93	$8.08	$8.02	$6.98	$5.60	$10.00
Unit value at end of period	$14.06	$14.97	$13.12	$11.94	$12.24	$11.39	$8.93	$8.08	$8.02	$6.98	
Units outstanding at end of period	112,318	148,758	129,605	107,058	114,433	108,505	75,244	79,065	63,260	49,106	5-1-07
FT Franklin Income VIP, Class 2 (1216)											
Unit value at beginning of period	$14.04	$13.01	$11.59	$12.66	$12.29	$10.96	$9.88	$9.80	$8.84	$6.62	$10.00
Unit value at end of period	$13.23	$14.04	$13.01	$11.59	$12.66	$12.29	$10.96	$9.88	$9.80	$8.84	
Units outstanding at end of period	429,452	468,377	398,204	324,499	845,000	718,378	463,369	404,204	269,965	242,280	5-1-07

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
FT Franklin Large Cap Growth VIP, Class 2 (1211)											
Unit value at beginning of period	$16.52	$13.10	$13.55	$13.03	$11.77	$9.29	$8.40	$8.66	$7.88	$6.17	$10.00
Unit value at end of period	$16.03	$16.52	$13.10	$13.55	$13.03	$11.77	$9.29	$8.40	$8.66	$7.88	
Units outstanding at end of period	127,209	166,659	133,373	105,155	92,328	92,361	98,470	99,133	73,769	20,993	5-1-07
FT Franklin Mutual Shares VIP, Class 2 (1214)											
Unit value at beginning of period	$13.19	$12.36	$10.82	$11.56	$10.96	$8.68	$7.72	$7.92	$7.24	$5.83	$10.00
Unit value at end of period	$11.81	$13.19	$12.36	$10.82	$11.56	$10.96	$8.68	$7.72	$7.92	$7.24	
Units outstanding at end of period	832,094	925,344	884,017	753,759	972,288	760,312	517,420	418,819	193,841	119,851	5-1-07
FT Franklin Small Cap Value VIP, Class 2 (1217)											
Unit value at beginning of period	$17.49	$16.05	$12.52	$13.74	$13.87	$10.34	$8.87	$9.37	$7.42	$5.83	$10.00
Unit value at end of period	$15.00	$17.49	$16.05	$12.52	$13.74	$13.87	$10.34	$8.87	$9.37	$7.42	
Units outstanding at end of period	52,060	52,158	70,181	65,830	71,111	52,949	43,433	33,570	24,023	22,511	5-1-07
FT Templeton Foreign VIP, Class 2 (1210)											
Unit value at beginning of period	$10.73	$9.34	$8.85	$9.61	$10.99	$9.08	$7.80	$8.86	$8.31	$6.16	$10.00
Unit value at end of period	$8.93	$10.73	$9.34	$8.85	$9.61	$10.99	$9.08	$7.80	$8.86	$8.31	
Units outstanding at end of period	538,749	764,991	472,714	368,234	325,636	211,354	138,368	111,173	92,042	57,610	5-1-07
FT Templeton Global Bond VIP, Class 2 (1410)											
Unit value at beginning of period	$9.34	$9.31	$9.19	$9.75	$9.73	$10.00	-	-	-	-	$10.00
Unit value at end of period	$9.38	$9.34	$9.31	$9.19	$9.75	$9.73					
Units outstanding at end of period	372,728	383,422	357,999	347,142	298,637	191,027					4-30-13
FT Templeton Growth VIP, Class 2 (1213)											
Unit value at beginning of period	$11.52	$9.87	$9.15	$9.93	$10.38	$8.06	$6.76	$7.39	$6.99	$5.41	$10.00
Unit value at end of period	$9.65	$11.52	$9.87	$9.15	$9.93	$10.38	$8.06	$6.76	$7.39	$6.99	
Units outstanding at end of period	48,806	50,275	87,305	94,347	110,285	348,384	88,148	100,462	92,179	405,142	5-1-07
Guggenheim VT Global Managed Futures Strategy (1428)											
Unit value at beginning of period	$6.51	$6.08	$7.25	$7.48	$6.78	$6.71	$7.68	$8.53	$8.98	$9.51	$10.00
Unit value at end of period	$5.83	$6.51	$6.08	$7.25	$7.48	$6.78	$6.71	$7.68	$8.53	$8.98	
Units outstanding at end of period	65,752	47,849	54,822	51,949	71,734	35,140	33,537	30,141	21,356	14,569	11-24-08

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
Guggenheim VT Long Short Equity (1406)											
Unit value at beginning of period	$11.27	$9.96	$10.05	$10.08	$9.96	$8.62	$8.38	$9.11	$8.32	$6.64	$10.00
Unit value at end of period	$9.66	$11.27	$9.96	$10.05	$10.08	$9.96	$8.62	$8.38	$9.11	$8.32	
Units outstanding at end of period	5,292	5,693	6,572	8,052	28,263	13,595	18,830	24,729	39,748	36,427	2-25-08
Guggenheim VT Multi-Hedge Strategies (1407)											
Unit value at beginning of period	$8.84	$8.66	$8.84	$8.82	$8.56	$8.55	$8.50	$8.35	$7.99	$8.39	$10.00
Unit value at end of period	$8.26	$8.84	$8.66	$8.84	$8.82	$8.56	$8.55	$8.50	$8.35	$7.99	
Units outstanding at end of period	14,149	15,407	17,627	21,603	26,018	34,565	62,174	34,313	30,845	20,624	2-25-08
Invesco V.I. American Franchise, Series II (1208)											
Unit value at beginning of period	$20.15	$16.11	$16.04	$15.56	$14.61	$10.61	$9.51	$10.32	$8.76	$5.37	$10.00
Unit value at end of period	$19.07	$20.15	$16.11	$16.04	$15.56	$14.61	$10.61	$9.51	$10.32	$8.76	
Units outstanding at end of period	107,355	109,862	61,486	67,302	56,623	40,553	32,548	23,333	19,103	17,332	5-1-07
Invesco V.I. American Value, Series II (1221)											
Unit value at beginning of period	$17.84	$16.52	$14.57	$16.32	$15.14	$11.48	$9.96	$10.04	$8.35	$6.09	$10.00
Unit value at end of period	$15.30	$17.84	$16.52	$14.57	$16.32	$15.14	$11.48	$9.96	$10.04	$8.35	
Units outstanding at end of period	246,398	262,645	218,983	153,460	112,114	74,999	39,748	82,910	48,485	10,212	5-1-08
Invesco V.I. Comstock, Series II (1209)											
Unit value at beginning of period	$16.20	$14.00	$12.15	$13.16	$12.25	$9.17	$7.84	$8.13	$7.14	$5.65	$10.00
Unit value at end of period	$13.98	$16.20	$14.00	$12.15	$13.16	$12.25	$9.17	$7.84	$8.13	$7.14	
Units outstanding at end of period	428,149	483,331	525,291	416,617	322,512	217,073	122,031	62,772	34,486	20,340	5-1-07
Invesco V.I. International Growth, Series II (1437)											
Unit value at beginning of period	$12.45	$10.30	$10.54	$10.99	$11.15	$9.54	$8.41	$10.00	-	-	$10.00
Unit value at end of period	$10.39	$12.45	$10.30	$10.54	$10.99	$11.15	$9.54	$8.41			
Units outstanding at end of period	202,272	222,664	206,069	149,967	101,009	44,373	15,114	2,523			4-29-11
Invesco V.I. Mid Cap Growth, Series II (1483)											
Unit value at beginning of period	$12.41	$10.32	$10.00	-	-	-	-	-	-	-	$10.00
Unit value at end of period	$11.50	$12.41	$10.32								
Units outstanding at end of period	23,022	15,127	8,342								4-29-16
Morgan Stanley VIF Emerging Markets Debt, Class II (1256)											
Unit value at beginning of period	$14.86	$13.78	$12.65	$13.01	$12.84	$14.29	$12.32	$11.71	$10.83	$8.46	$10.00
Unit value at end of period	$13.60	$14.86	$13.78	$12.65	$13.01	$12.84	$14.29	$12.32	$11.71	$10.83	
Units outstanding at end of period	14,840	45,361	48,969	22,242	27,944	34,800	52,124	35,145	34,791	21,404	5-1-07

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
Morgan Stanley VIF Emerging Markets Equity, Class II (1258)											
Unit value at beginning of period	$11.06	$8.32	$7.92	$9.01	$9.59	$9.85	$8.35	$10.37	$8.86	$5.29	$10.00
Unit value at end of period	$8.98	$11.06	$8.32	$7.92	$9.01	$9.59	$9.85	$8.35	$10.37	$8.86	
Units outstanding at end of period	98,367	103,119	159,232	146,535	164,718	115,575	89,310	113,920	102,605	76,982	5-1-07
Morgan Stanley VIF U.S. Real Estate, Class II (1254)											
Unit value at beginning of period	$13.03	$12.87	$12.27	$12.22	$9.59	$9.58	$8.41	$8.09	$6.34	$5.01	$10.00
Unit value at end of period	$11.81	$13.03	$12.87	$12.27	$12.22	$9.59	$9.58	$8.41	$8.09	$6.34	
Units outstanding at end of period	173,563	196,335	238,780	197,346	170,159	123,538	103,797	119,539	104,983	83,260	5-1-07
PIMCO VIT All Asset, Advisor Class (1405)											
Unit value at beginning of period	$13.51	$12.10	$10.89	$12.18	$12.31	$12.49	$11.06	$11.02	$9.90	$8.28	$10.00
Unit value at end of period	$12.58	$13.51	$12.10	$10.89	$12.18	$12.31	$12.49	$11.06	$11.02	$9.90	
Units outstanding at end of period	8,437	42,420	50,410	14,904	34,411	33,517	29,297	24,277	17,273	13,622	2-25-08
PIMCO VIT CommodityRealReturn Strategy, Advisor Class (1404)											
Unit value at beginning of period	$4.30	$4.28	$3.79	$5.18	$6.46	$7.70	$7.44	$8.17	$6.68	$4.79	$10.00
Unit value at end of period	$3.64	$4.30	$4.28	$3.79	$5.18	$6.46	$7.70	$7.44	$8.17	$6.68	
Units outstanding at end of period	288,914	386,830	352,623	254,251	166,846	145,207	133,517	181,890	160,038	103,906	2-25-08
PIMCO VIT International Bond (US Dollar Hedged), Advisor Class (1484)											
Unit value at beginning of period	$10.37	$10.26	$10.00								$10.00
Unit value at end of period	$10.41	$10.37	$10.26	-	-	-	-	-	-	-	
Units outstanding at end of period	971	972	964								4-29-16
PIMCO VIT Long-Term U.S. Government, Advisor Class (1409)											
Unit value at beginning of period	$10.60	$9.89	$9.99	$10.30	$8.44	$10.00	-	-	-	-	$10.00
Unit value at end of period	$10.17	$10.60	$9.89	$9.99	$10.30	$8.44					
Units outstanding at end of period	15,980	17,093	28,121	19,717	1,260	0					4-30-13
PIMCO VIT Low Duration, Advisor Class (1402)											
Unit value at beginning of period	$11.02	$11.06	$11.09	$11.23	$11.33	$11.53	$11.08	$11.14	$10.76	$9.65	$10.00
Unit value at end of period	$10.87	$11.02	$11.06	$11.09	$11.23	$11.33	$11.53	$11.08	$11.14	$10.76	
Units outstanding at end of period	235,818	170,725	256,595	87,977	43,272	48,074	35,040	26,169	14,816	13,089	2-25-08

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
PIMCO VIT Real Return, Advisor Class (1403)											
Unit value at beginning of period	$11.82	$11.60	$11.21	$11.71	$11.55	$12.94	$12.10	$11.01	$10.36	$8.90	$10.00
Unit value at end of period	$11.37	$11.82	$11.60	$11.21	$11.71	$11.55	$12.94	$12.10	$11.01	$10.36	
Units outstanding at end of period	37,455	37,642	33,351	33,071	43,276	46,227	42,484	28,710	29,967	25,473	2-25-08
PIMCO VIT Total Return, Advisor Class (1401)											
Unit value at beginning of period	$13.52	$13.10	$12.97	$13.13	$12.80	$13.28	$12.32	$12.09	$11.37	$10.14	$10.00
Unit value at end of period	$13.22	$13.52	$13.10	$12.97	$13.13	$12.80	$13.28	$12.32	$12.09	$11.37	
Units outstanding at end of period	1,956,885	2,150,097	1,996,022	1,814,365	1,823,246	1,409,481	1,129,174	732,653	628,526	375,943	2-25-08
TOPS Managed Risk Moderate Growth ETF, Class 3 (1411)											
Unit value at beginning of period	$11.43	$10.19	$9.76	$10.59	$10.47	$10.00	-	-	-	-	$10.00
Unit value at end of period	$10.42	$11.43	$10.19	$9.76	$10.59	$10.47					
Units outstanding at end of period	280,590	291,176	279,342	160,976	87,127	0					4-30-13
Touchstone VST Active Bond (1261)											
Unit value at beginning of period	$13.25	$13.00	$12.46	$12.82	$12.54	$13.02	$12.56	$11.77	$11.11	$9.82	$10.00
Unit value at end of period	$12.83	$13.25	$13.00	$12.46	$12.82	$12.54	$13.02	$12.56	$11.77	$11.11	
Units outstanding at end of period	707,402	692,517	571,593	394,023	393,191	370,476	353,265	328,659	56,469	35,887	5-1-07
Touchstone VST Focused (1262)											
Unit value at beginning of period	$18.87	$16.86	$15.14	$15.08	$13.55	$10.21	$8.65	$9.90	$8.27	$6.04	$10.00
Unit value at end of period	$17.09	$18.87	$16.86	$15.14	$15.08	$13.55	$10.21	$8.65	$9.90	$8.27	
Units outstanding at end of period	370,115	420,853	485,969	455,984	196,480	182,879	142,983	142,112	123,146	91,834	5-1-07
Touchstone VST Large Cap Core Equity (1266)											
Unit value at beginning of period	$16.17	$13.54	$12.63	$13.37	$11.81	$9.12	$8.27	$8.15	$7.38	$6.04	$10.00
Unit value at end of period	$14.88	$16.17	$13.54	$12.63	$13.37	$11.81	$9.12	$8.27	$8.15	$7.38	
Units outstanding at end of period	382,723	585,992	705,686	512,469	808,818	620,813	718,951	535,797	618,294	218,089	5-1-07
Touchstone VST Aggressive ETF (1224)											
Unit value at beginning of period	$23.69	$20.51	$19.30	$19.62	$18.54	$15.32	$13.83	$14.05	$12.61	$10.00	$10.00
Unit value at end of period	$21.49	$23.69	$20.51	$19.30	$19.62	$18.54	$15.32	$13.83	$14.05	$12.61	
Units outstanding at end of period	107,999	116,071	105,805	115,083	117,207	125,323	103,912	103,603	87,560	71,971	4-27-09
Touchstone VST Conservative ETF (1223)											
Unit value at beginning of period	$15.80	$14.58	$14.03	$14.28	$13.79	$12.91	$12.28	$12.06	$11.26	$10.00	$10.00
Unit value at end of period	$14.93	$15.80	$14.58	$14.03	$14.28	$13.79	$12.91	$12.28	$12.06	$11.26	
Units outstanding at end of period	465,681	325,885	356,955	442,182	443,031	450,450	301,642	207,377	97,493	83,475	4-27-09

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	Inception Date and Value
Touchstone VST Moderate ETF (1222)											
Unit value at beginning of period	$15.41	$13.77	$13.09	$13.32	$12.65	$11.05	$10.21	$10.18	$9.30	$8.04	$10.00
Unit value at end of period	$14.26	$15.41	$13.77	$13.09	$13.32	$12.65	$11.05	$10.21	$10.18	$9.30	
Units outstanding at end of period	172,058	223,850	230,542	248,177	261,364	317,461	356,794	364,476	344,098	242,597	4-25-08
Touchstone VST Aggressive ETF – Guaranteed Return Plus Option (1231)											
Unit value at beginning of period	$22.46	$19.57	$18.53	$18.95	$18.02	$14.98	$13.60	$13.91	$12.55	$10.00	$10.00
Unit value at end of period	$20.26	$22.46	$19.57	$18.53	$18.95	$18.02	$14.98	$13.60	$13.91	$12.55	
Units outstanding at end of period	0	11,826	26,209	29,847	34,528	41,064	41,505	42,016	45,791	47,914	4-27-09
Touchstone VST Conservative ETF – Guaranteed Return Plus Option (1229)											
Unit value at beginning of period	$14.98	$13.91	$13.46	$13.79	$13.40	$12.62	$12.08	$11.94	$11.21	$10.00	$10.00
Unit value at end of period	$14.07	$14.98	$13.91	$13.46	$13.79	$13.40	$12.62	$12.08	$11.94	$11.21	
Units outstanding at end of period	537	35,216	38,105	39,174	42,534	44,016	44,776	44,792	44,808	47,773	4-27-09
Touchstone VST Moderate ETF – Guaranteed Return Plus Option (1230)											
Unit value at beginning of period	$18.85	$16.95	$16.21	$16.60	$15.86	$13.93	$12.95	$13.00	$11.94	$10.00	$10.00
Unit value at end of period	$17.34	$18.85	$16.95	$16.21	$16.60	$15.86	$13.93	$12.95	$13.00	$11.94	
Units outstanding at end of period	3,283	16,953	32,388	30,745	40,130	57,394	65,173	89,754	91,550	90,072	4-27-09

Appendix B – Withdrawal Charge Examples

We allow two ways for you to request withdrawals. In the **first method**, you receive the amount requested, and any withdrawal charge is taken from the Account Value. This reduces your Account Value by the amount of the withdrawal charge in addition to the amount you requested. This is the method used unless you request otherwise or unless you have elected one of the GLIA Riders. In the **second method**, you receive less than you requested if a withdrawal charge applies because the Account Value is reduced by the amount of the requested withdrawal and any withdrawal charge is taken from that amount.

For both methods, withdrawals are attributed to amounts in the following order:

1. any Free Withdrawal Amount (except in the case of a surrender);
2. contributions that are no longer subject to a withdrawal charge and have not yet been withdrawn (contributions are withdrawn from oldest to youngest);
3. contributions subject to a withdrawal charge that have not yet been withdrawn (contributions are withdrawn from oldest to youngest);
4. any gain, interest or other amount that is not considered a contribution.

Example Assumptions

Assume one contribution is made, no previous withdrawals have been taken, no MVA applies to the withdrawal and the Account Value at the time of the withdrawal is higher than the Account Value on the most recent Contract Anniversary:

Contribution:	$50,000
Account Value before withdrawal:	$60,000
Requested withdrawal:	$16,000
Withdrawal charge percentage applicable to the contribution:	6%

Taxes are not considered in this example.

Using the First Method

The Free Withdrawal Amount is calculated as:

> $6,000 = $60,000 (Account Value on the date of the withdrawal) x 10% (free withdrawal percentage) - $0 (previous partial withdrawals during the current Contract Year).

After first applying the withdrawal to the Free Withdrawal Amount, the amount of the withdrawal still to be applied is:

> $10,000 = $16,000 (requested withdrawal) - $6,000 (Free Withdrawal Amount).

There are no contributions that are no longer subject to a withdrawal charge, so the withdrawal is next applied to the contribution subject to a withdrawal charge. The withdrawal charge for this method is calculated as:

> $638.30 = $10,000 (portion of the withdrawal still to be attributed) x 6% (withdrawal charge percentage) divided by (1 – 6%) (one minus the withdrawal charge percentage).

Using this method, you will receive $16,000; however, the total Account Value withdrawn is:

> $16,638.30 = $16,000 (requested withdrawal) + $638.30 (withdrawal charge).

The amount of contribution still subject to a withdrawal charge is:

> $39,361.70 = $50,000 (contribution) - $10,638.30 (portion of withdrawal attributed to contribution including the withdrawal charge).

Note, the withdrawal charge does not just apply to the contribution withdrawn ($10,000 x 6%). It also applies to the withdrawal charge itself as indicated by the (1- 6%) factor in the withdrawal charge formula.

Using the Second Method
The Free Withdrawal Amount is calculated as:

> $6,000 = $60,000 (Account Value on the date of the withdrawal) x 10% (free withdrawal percentage) - $0 (previous partial withdrawals during the current Contract Year).

After first applying the withdrawal to the Free Withdrawal Amount, the amount of the withdrawal still to be attributed is:

> $10,000 = $16,000 (requested withdrawal) - $6,000 (Free Withdrawal Amount).

There are no contributions that are no longer subject to a withdrawal charge, so the withdrawal is next applied to the contribution subject to a withdrawal charge. The withdrawal charge for this method is calculated as:

> $600 = $10,000 (portion of the withdrawal still to be attributed) x 6% (withdrawal charge percentage).

Using this method, the total Account Value withdrawn is $16,000; however, you will receive:

> $15,400 = $16,000 (requested withdrawal) - $600 (withdrawal charge).

The amount of contribution still subject to a withdrawal charge is:

> $40,000 = $50,000 (contribution) - $10,000 (portion of withdrawal attributed to contribution including the withdrawal charge).

Note the second method will produce the same withdrawal charge as the first method if the requested withdrawal under the second method is the same as the total Account Value withdrawn in the first method. For example, a requested withdrawal of $16,638.30 using the second method produces the same $638.30 withdrawal charge as shown in the first method above.

This example is for illustrative purposes only and does not predict results.

Appendix C

Illustration of a Market Value Adjustment

The following examples illustrate how the MVA and the withdrawal charge may affect the value of a GRO upon a withdrawal. See Part 3, subsection titled "Market Value Adjustment" for more information, including the formula.

The MVA formula contains a factor of .0025. This represents a payment to us for the cost of processing the withdrawal and MVA. We receive this portion whether the MVA increases or decreases the GRO Value.

Assumptions:

- Contribution to a GRO - $50,000.00
- Guarantee Period - 7 Years
- Withdrawal - at the end of year three of the 7-year Guarantee Period
- No prior partial withdrawals or transfers
- Guaranteed Interest Rate - 5% Annual Effective Rate

The GRO Value for this $50,000.00 contribution would be $70,355.02 at the end of the Guarantee Period.
After three years, the GRO Value is $57,881.25.

The MVA will be based on the Guaranteed Interest Rate (A in the MVA formula) and the current rate we are offering at the time of the withdrawal on new contributions to GROs (B in the MVA formula) for the Guarantee Period equal to the time remaining in your Guarantee Period, rounded to the next lower number of complete months (N in the MVA formula). If we don't declare a current rate for the exact time remaining, we'll use a formula to find a rate using Guarantee Periods closest to (next higher and next lower) the remaining period described above. Three years after the initial contribution, there would have been four years remaining in your GRO Guarantee Period. These examples also show the withdrawal charge, which would be calculated separately.

Examples of a Downward Market Value Adjustment:

A downward MVA results from a full or partial withdrawal that occurs when interest rates have increased. Assume interest rates have increased since the beginning of the 7-year Guarantee Period. At the time of the withdrawal, the current rate for new contributions and transfers to a 4-year Guarantee Period is 6.25%.

Full Withdrawal
Upon a full withdrawal, the MVA factor would be: $-0.0551589 = [(1 + .05)^{48/12} / (1 + .0625 + .0025)^{48/12}] - 1$

The MVA is a reduction of $3,192.67 from the GRO Value: -$3,192.67 = -0.0551589 X $57,881.25

The Adjusted Account Value would be: $54,688.58 = $57,881.25 - $3,192.67

A withdrawal charge of 6% would be assessed against the $50,000.00 original contribution:
$3,000.00 = $50,000.00 X .06

Thus, the amount payable on a full withdrawal would be: $51,688.58 = $57,881.25 - $3,192.67 - $3,000.00

Partial Withdrawal
If instead of a full withdrawal, $20,000.00 was requested, we would first determine the Free Withdrawal Amount:
$5,788.13 = $57,881.25 X .10

The non-free amount which is subject to the 5% withdrawal charge would be: $14,211.87 = $20,000.00 - $5,788.13

The MVA, which is only applicable to the non-free amount, and which is subject to the 6% withdrawal charge, would be: ($783.91) = -0.0551589 X $14,211.87

The withdrawal charge would be: \$957.18 = [(\$14,211.87 (the non-free amount) + \$783.91 (the negative MVA))/ (1 - 0.06) a factor used to calculate the 6% withdrawal charge and adjust the withdrawal charge to include a withdrawal charge on itself] - (\$14,211.87+ \$783.91)

Thus, the total amount of Account Value needed to provide \$20,000.00 after the MVA and withdrawal charge would be: \$21,741.09 = \$20,000.00 + \$783.91+ \$957.18

The value remaining in the GRO after the withdrawal would be: \$36,140.16 = \$57,881.25 - \$21,741.09

***Examples of an Upward Market Value Adjustment*:**

An upward MVA results from a full or partial withdrawal that occurs when interest rates have decreased. Assume interest rates have decreased since the beginning of the 7-year Guarantee Period. At the time of the withdrawal, the current rate for new contributions and transfers to a 4-year Guarantee Period is 4%.

Full Withdrawal

Upon a full withdrawal, the MVA would be: $0.0290890 = [(1 + .05)^{48/12} / (1 + .04 + .0025)^{48/12}] - 1$

The MVA is an increase of \$1,683.71 to the value in the GRO: \$1,683.71 = .0290890 X \$57,881.25

The Adjusted Account Value would be: \$59,564.96 = \$57,881.25 + \$1,683.71

A withdrawal charge of 6% would be assessed against the \$50,000.00 original contribution:
\$3,000.00 = \$50,000.00 X .06

Thus, the amount payable on a full withdrawal would be: \$56,564.96 = \$57,881.25 + \$1,683.71 - \$3,000.00

Partial Withdrawal

If instead of a full withdrawal, \$20,000.00 was requested, the Free Withdrawal Amount and non-free amount would first be determined as above:
Free Amount = \$5,788.13   Non-Free Amount = \$14,211.87

The MVA, which is only applicable to the non-free amount, and which is subject to the 6% withdrawal charge, would be: \$413.41 = 0.0290890 X \$14,211.87

The withdrawal charge would be: \$880.75 = [(\$14,211.87 (the non-free amount) - \$413.41 (the positive MVA))/ (1 - 0.06) a factor used to calculate the 6% withdrawal charge and adjust the withdrawal charge to include a withdrawal charge on itself] - (\$14,211.87 - \$413.41)

Thus, the total amount of Account Value needed to provide \$20,000.00 after the MVA and withdrawal charge would be:
\$20,467.34 = \$20,000.00 - \$413.41 + \$880.75

The value remaining in the GRO after the withdrawal would be: \$37,413.91 = \$57,881.25 - \$20,467.34

Actual MVAs will have a greater or lesser impact than shown in the examples, depending on the actual change in current interest rate and the timing of the withdrawal in relation to the time remaining in the Guarantee Period.

The MVA operates in a similar manner for transfers, except no withdrawal charge applies to transfers.

This example is for illustrative purposes only and does not predict results.

Appendix D
Parties to the Contract

<table>
<tr>
<td>Owner
• Chooses parties to the contract.
• Can change beneficiaries any time before death of owner or annuitant.
• Has right to withdrawals and annuity payments while the Annuitant is alive and responsibility to pay taxes on such payments.
• Responsible for any tax penalties for withdrawals taken before age 59½.
• Responsible for taking required minimum distributions on qualified contracts.</td>
<td>Annuitant
• Must be a natural person.
• The measuring life for the Annuity Benefit.
• The Annuitant’s death triggers the payment of the Death Benefit, unless there is a contingent Annuitant.
• Has no rights under the contract.</td>
</tr>
<tr>
<td>Joint Owner (Optional)
• Shares in all ownership rights with owner.
• Will be co-payee on all withdrawals and annuity payments with the owner.
• Both joint owners must execute all choices and changes to the contract.
• If either owner or joint owner dies, both are considered to be deceased and a Distribution on Death will be paid to the owner’s beneficiary. The joint owner is not the owner’s beneficiary.</td>
<td>Contingent Annuitant (Optional)
• Must be a natural person. If still alive when the primary Annuitant dies, will become the Annuitant under the contract.
• Has no rights in the contract.</td>
</tr>
<tr>
<td>Owner’s Beneficiary
• Must be designated by the owner as <u>owner's beneficiary</u>.
• Must receive a Distribution on Death of owner if the Annuitant is still alive.
• Responsible for taxes on distribution.
• If owner’s beneficiary is not alive at owner’s death, the Distribution on Death of owner is paid to the owner’s estate.</td>
<td>Annuitant’s Beneficiary
• Must be designated by the owner as the <u>Annuitant's beneficiary</u>.
• Is entitled to the Death Benefit under the contract when the Annuitant dies.
• Is generally responsible for paying any taxes due on the Death Benefit paid.
• If Annuitant’s beneficiary is not alive at Annuitant’s death, the Death Benefit is paid to the Annuitant’s estate.</td>
</tr>
</table>

Appendix D – continued
Guide to Spousal Continuation

Owner*	Owner's Beneficiary	Annuitant	Annuitant's Beneficiary	Spousal Continuation Available When Owner Dies?	Spousal Continuation Available When Annuitant Dies?
Spouse 1	Spouse 2	Spouse 1	Spouse 2	**Yes**. Enhanced Spousal Continuation available, which includes an increase in Account Value for any enhanced Death Benefit.	**Yes**. Enhanced Spousal Continuation available, which includes an increase in the Account Value for any enhanced Death Benefit.
Spouse 1	Spouse 2	Spouse 2	Spouse 1	**Yes**. Standard Spousal Continuation only. No increase in Account Value because Annuitant is still alive.	**No.** Death benefit is paid to Spouse 1.
Spouse 1	Spouse 2	Spouse 1	Non-spouse	**No.** Death Benefit is paid to Annuitant's beneficiary (Non-spouse).	**No**. Death benefit is paid to Annuitant's beneficiary (Non-spouse).
Spouse 1	Non-spouse	Spouse 1	Spouse 2	**No**. Owner's beneficiary is non-spouse.	**No**. Death Benefit is paid to Spouse 2.
Spouse 1	Spouse 2	Non-spouse	Non-spouse	**Yes**. Standard Spousal Continuation only. No increase in Account Value because Annuitant is still alive.	**No**. Death Benefit is paid to Annuitant's beneficiary (Non-spouse).
Non-spouse	Non-spouse	Spouse 1	Spouse 2	**No**.	**No.** Death Benefit is paid to Spouse 2.

*In the case of joint owners, the distribution requirements are applied at the first death.
The joint owner is not the owner's beneficiary.

Appendix E-1

Illustration of Guaranteed Lifetime Income Advantage

The following examples demonstrate how the Rider works, based on the stated assumptions. These examples are for illustration only, and do not predict future investment results.

Example #1

This example illustrates the Spousal Rider where withdrawals equal to the Lifetime Payout Amount (LPA), as well as Nonguaranteed Withdrawals have been taken, an additional contribution has been made and Bonuses and Step-Ups have been applied. It also illustrates payments for the life of the Primary and Spousal Annuitant even though the Account Value has been reduced to zero. All amounts in the table are rounded to the nearest $1.00 in this example.

Assumptions:

- Primary Annuitant's age on date GLIA Rider is purchased = 55; Spousal Annuitant's age on date GLIA Rider is purchased = 52
- Initial contribution = $100,000; additional contribution = $10,000 in Contract Year 10
- Nonguaranteed Withdrawal equal to $5,000 in Contract Year 8; Nonguaranteed Withdrawal of $776 in Contract Year 14
- Withdrawals equal to LPA in Contract Years 9-13, and Contract Years 15+
- No withdrawals were taken that would result in withdrawal charges under the contract.
- The contract is not a Qualified Annuity contract.
- The Rider remains in effect during the period covered in this example.

Contract Year	Primary Annuitant's Age on APD*	Spousal Annuitant's Age on APD	Contribu-tions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Bonus	Bonus Base	Step-Up Base	Payment Base at end of APD (B)
1	55	52	$100,000	N/A	$0	$0	$104,500	$4,000 (C)	$104,000 (C)	$104,500 (D)	$104,500
2	56	53	$0	N/A	$0	$0	$107,635	$4,000 (C)	$108,000 (C)	$107,635 (D)	$108,000
3	57	54	$0	N/A	$0	$0	$111,940	$4,000 (C)	$112,000 (C)	$111,940 (D)	$112,000
4	58	55	$0	N/A	$0	$0	$115,310	$4,000 (C)	$116,000 (C)	$115,310 (D)	$116,000
5	59	56	$0	N/A	$0	$0	$113,004	$4,000 (C)	$120,000 (C)	$115,310	$120,000
6	60	57	$0	N/A	$0	$0	$113,004	$4,000 (C)	$124,000 (C)	$115,310	$124,000
7	61	58	$0	N/A	$0	$0	$108,483	$4,000 (C)	$128,000 (C)	$115,310	$128,000
8	62	59	$0	N/A	$5,000 (E)	$5,784 (E)	$105,653	$0	$122,216 (E)	$109,526 (E)	$122,216
9	63	60	$0	$4,889(F)	$4,889	$0	$100,764	$0	$122,216	$109,526	$122,216
10	64	61	$10,000(G)	$5,289 (G)	$5,289	$0	$103,261	$0	$132,216 (G)	$119,526 (G)	$132,216
11	65	62	$0	$5,289	$5,289	$0	$99,005	$0	$132,216	$119,526	$132,216
12	66	63	$0	$5,289	$5,289	$0	$89,756	$0	$132,216	$119,526	$132,216

Contract Year	Primary Annuitant's Age on APD*	Spousal Annuitant's Age on APD	Contribu-tions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Bonus	Bonus Base	Step-Up Base	Payment Base at end of APD (B)
13	67	64	$0	$5,289	$5,289	$0	$86,262	$0	$132,216	$119,526	$132,216
14	68	65	$0	$5,289	$6,065 (H)	$1,254 (H)	$81,060	$0	$130,962 (H)	$118,272 (H)	$130,962
15	69	66	$0	$5,238 (H)	$5,238	$0	$76,632	$0	$130,962	$118,272	$130,962
16	70	67	$0	$5,238	$5,238	$0	$74,459	$0	$130,962	$118,272	$130,962
17	71	68	$0	$5,238	$5,238	$0	$69,965	$0	$130,962	$118,272	$130,962
18	72	69	$0	$5,238	$5,238	$0	$63,327	$0	$130,962	$118,272	$130,962
19	73	70	$0	$5,238	$5,238	$0	$54,922	$0	$130,962	$118,272	$130,962
20	74	71	$0	$5,238	$5,238	$0	$51,881	$0	$130,962	$118,272	$130,962
21	75	72	$0	$5,238	$5,238	$0	$46,124	$0	$130,962	$118,272	$130,962
22	76	73	$0	$5,238	$5,238	$0	$42,269	$0	$130,962	$118,272	$130,962
23	77	74	$0	$5,238	$5,238	$0	$38,298	$0	$130,962	$118,272	$130,962
24	78	75	$0	$5,238	$5,238	$0	$31,528	$0	$130,962	$118,272	$130,962
25	79	76	$0	$5,238	$5,238	$0	$24,713	$0	$130,962	$118,272	$130,962
26	80	77	$0	$5,238	$5,238	$0	$18,733	$0	$130,962	$118,272	$130,962
27	81	78	$0	$5,238	$5,238	$0	$14,431	$0	$130,962	$118,272	$130,962
28	82	79	$0	$5,238	$5,238	$0	$9,626	$0	$130,962	$118,272	$130,962
29	83	80	$0	$5,238	$5,238	$0	$4,195	$0	$130,962	$118,272	$130,962
30	84	81	$0	$5,238 (I)	$5,238	$0	$0	$0	$130,962	$118,272	$130,962
31+	85	82	$0	$5,238	$5,238	$0	$0	$0	$130,962	$118,272	$130,962

*APD = Annual Processing Date

(A) The hypothetical Account Value includes deduction of all fees and is after any applicable withdrawal.

(B) The Payment Base is always the greater of the Bonus Base and Step-Up Base.

(C) A Bonus was added to the Bonus Base in Contract Years 1 - 7 because no withdrawals were taken during those Contract Years. The Bonus amount is the Bonus Percentage, which is 4.00% in each of these years, times the total contributions minus total withdrawals, which is $100,000 for each year.

For example, the Bonus in Contract Year 1 is calculated as follows:

- 4.00% (Bonus Percentage) X $100,000 (total contributions) – 4.00% (Bonus Percentage) X $0 (total withdrawals) = $4,000 Bonus amount. This calculation is the same in each of the 7 years.

The Bonus Base after the Bonus in Contract Year 1 is $100,000 + $4,000 = $104,000; the Bonus Base after the Bonus in Contract Year 2 is $104,000 + $4,000 = $108,000; the Bonus Base after the Bonus in Contract Year 3 is $108,000+ $4,000 = $112,000; the Bonus Base after the Bonus in Contract Year 4 is $112,000+ $4,000 = $116,000; the Bonus Base after the Bonus in Contract Year 5 is $116,000+ $4,000 = $120,000; the Bonus Base after the Bonus in Contract Year 6 is $120,000+ $4,000 = $124,000; the Bonus Base after the Bonus in Contract Year 7 is $124,000+ $4,000 = $128,000.

(D) In Contract Year 1, the Step-Up Base increases to $104,500 because the hypothetical Account Value ($104,500) is larger than the Step-Up Base in Contract Year 1($100,000). After the Step-Up, the Step-Up Base ($104,500) is larger than the Bonus Base ($104,000) and therefore the Payment Base is equal to the Step-Up Base of $104,500. In Contract Years 2-4, the Step-Up Base increases to the Account Value, because the Account Value is larger than the previous years' Step-Up Base, however the Payment Base is not affected because the Bonus Base is higher than the Step-Up Base in each Contract Year. In Contract Years 5+, the Step-Up Base is always larger than the Account Value, and thus is not stepped up.

(E) In Contract Year 8, the younger spouse has not yet reached age 60 , which means it is prior to the LPA Eligibility Date Therefore, the entire $5,000 withdrawal is a Nonguaranteed Withdrawal. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Payment Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. For this calculation, the Account Value before the withdrawal is $110,653, equal to the Account Value after withdrawal ($105,653) plus the withdrawal amount ($5,000). It is calculated as follows:

- $5,000 (Nonguaranteed Withdrawal amount) x 1.1568 ($128,000 Payment Base divided by $110,653 Account Value) = $5,784 (Adjusted Nonguaranteed Withdrawal amount)

The Bonus Base and the Step-Up Base (and therefore the Payment Base) are reduced by the amount of the Adjusted Nonguaranteed Withdrawal:

- $128,000 Bonus Base – $5,784 Adjusted Nonguaranteed Withdrawal amount = $122,216 Bonus Base after the Nonguaranteed Withdrawal

- $115,310 Step-Up Base - $5,784 Adjusted Nonguaranteed Withdrawal amount = $109,526 Step-Up Base after the Nonguaranteed Withdrawal

(F) In Contract Year 9, the LPA is determined, since this is the first withdrawal on or after the Age 60 Contract Anniversary. The LPA is the Withdrawal Percentage times the Payment Base:

- 4.0% (Withdrawal Percentage) X $122,216 (Payment Base) = $4,889 (LPA)

(G) The $10,000 additional contribution made at the beginning of Contract Year 10 increases the Bonus Base and Step-Up Base (and therefore the Payment Base) dollar-for-dollar.

- $122,216 Bonus Base + $10,000 additional contribution amount = $132,216 Bonus Base after the additional contribution.

- $109,526 Step-Up Base + $10,000 additional contribution amount = $119,526 Step-Up Base after the additional contribution.

The LPA is recalculated using the Withdrawal Percentage times the Payment Base after the additional contribution:

- 4.0% (Withdrawal Percentage) X $132,216 (Payment Base) = $5,289 (LPA)

(H) In Contract Year 14, A Nonguaranteed Withdrawal in the amount of $776 ($6,065 amount withdrawn - $5,289 LPA) is taken. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Payment Base to Account

Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. For this calculation, the Account Value before the withdrawal is $81,836, equal to the Account Value after withdrawal ($81,060) plus the withdrawal amount ($776). It is calculated as follows:

- $776 (Nonguaranteed Withdrawal amount) x 1.6156 ($132,216 Payment Base divided by $81,836 Account Value) = $1,254 (Adjusted Nonguaranteed Withdrawal amount)

The Bonus Base and Step-Up Base (and therefore the Payment Base) are reduced by the Adjusted Nonguaranteed Withdrawal amount:

- $132,216 Bonus Base - $1,254 Adjusted Nonguaranteed Withdrawal amount = $130,962 Bonus Base after the Nonguaranteed Withdrawal.

- $119,526 Step-Up Base - $1,254 Adjusted Nonguaranteed Withdrawal amount = $118,272 Step-Up Base after the Nonguaranteed Withdrawal

The LPA is recalculated after the withdrawal as 4.0% of the Payment Base after the withdrawal: $130,962 x 4.0% = $5,238.

(I) In Contract Year 30, the Account Value is reduced to zero; however the Payment Base is greater than zero. Therefore, the Rider enters Guaranteed Payment Phase and payments of the LPA continue.

Example #2
This example illustrates the Individual Rider where withdrawals equal to the LPA, as well as Nonguaranteed Withdrawals have been taken, and Bonuses have been applied. It also illustrates the termination of the Rider if the Account Value is reduced to zero by a Nonguaranteed Withdrawal. All amounts in the table are rounded to the nearest $1.00 in this example.

Assumptions:

- Annuitant's age on date GLIA Rider is purchased = 55
- Initial contribution = $100,000; no additional contributions
- Withdrawals equal to LPA in Contract Years 6-7, 9-13
- Nonguaranteed Withdrawal in Contract Year 8 in the amount of $20,200
- Full Account Value withdrawn in Contract Year 14
- No withdrawals were taken that would result in withdrawal charges under the contract.
- The contract is not a Qualified Annuity contract.
- The Rider remains in effect during the period covered in this example.

Contract Year	Annuitant's Age on APD*	Contributions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Bonus	Bonus Base	Step-Up Base	Payment Base at end of APD (B)
1	55	$100,000	N/A	$0	$0	$99,000	$4,000 (C)	$104,000 (C)	$100,000 (D)	$104,000
2	56		N/A	$0	$0	$98,010	$4,000 (C)	$108,000 (C)	$100,000	$108,000
3	57		N/A	$0	$0	$95,070	$4,000(C)	$112,000 (C)	$100,000	$112,000
4	58		N/A	$0	$0	$92,218	$4,000(C)	$116,000 (C)	$100,000	$116,000
5	59		N/A	$0	$0	$91,295	$4,000 (C)	$120,000 (C)	$100,000	$120,000
6	60		$4,800 (E)	$4,800(E)	$0	$87,408	$0	$120,000	$100,000	$120,000
7	61		$4,800	$4,800	$0	$83,482	$0	$120,000	$100,000	$120,000
8	62		$4,800	$25,000 (F)	$30,484 (F)	$59,317	$0	$89,516(F)	$69,516(F)	$89,516
9	63		$3,581(F)	$3,581	$0	$55,143	$0	$89,516	$69,516	$89,516
10	64		$3,581	$3,581	$0	$51,011	$0	$89,516	$69,516	$89,516
11	65		$3,581	$3,581	$0	$44,880	$0	$89,516	$69,516	$89,516
12	66		$3,581	$3,581	$0	$41,748	$0	$89,516	$69,516	$89,516
13	67		$3,581	$3,581	$0	$38,168	$0	$89,516	$69,516	$89,516
14	68		$3,581	$38,168 (G)	N/A	$0	$0	$0	$0	$0
15	69		$0	$0	$0	$0	$0	$0	$0	$0

*APD = Annual Processing Date
(A) The hypothetical Account Value includes deduction of all fees and is after any applicable withdrawal.

(B) The Payment Base is always the greater of the Bonus Base and Step-Up Base.

(C) A Bonus was added to the Bonus Base in Contract Years 1 - 5 because no withdrawals were taken during those Contract Years. The Bonus amount is the Bonus Percentage, which is 4.00% in each of these years, times the total contributions minus total withdrawals, which is $100,000 for each year.

For example, the Bonus in Contract Year 1 is calculated as follows:

- 4.00% (Bonus Percentage) X $100,000 (total contributions) – 4.00% (Bonus Percentage) X $0 (total withdrawals) = $4,000 Bonus amount. This calculation is the same in each of the 5 years.

The Bonus Base after the Bonus in Contract Year 1 is $100,000+ $4,000 = $104,000; the Bonus Base after the Bonus in Contract Year 2 is $104,000+ $4,000 = $108,000; the Bonus Base after the Bonus in Contract Year 3 is $108,000+ $4,000 = $112,000; the Bonus Base after the Bonus in Contract Year 4 is $112,000+ $4,000 = $116,000; the Bonus Base after the Bonus in Contract Year 5 is $116,000+ $4,000 = $120,000.

(D) In each Contract Year, the hypothetical Account Value is less than the Step-Up Base and thus, the Step-Up Base is not stepped up.

(E) In Contract Year 6, the LPA is determined, since this is the first withdrawal on or after the Age 60 Contract Anniversary. The LPA is the Withdrawal Percentage times the Payment Base:

- 4.0% (Withdrawal Percentage) X $120,000 (Payment Base) =$4,800 (LPA)

(F) A Nonguaranteed Withdrawal in the amount of $20,200 ($25,000 amount withdrawn - $4,800 LPA) is taken in Contract Year 8. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Payment Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. For this calculation, the Account Value before the withdrawal is $79,517, equal to the Account Value after withdrawal ($59,317) plus the Nonguaranteed Withdrawal amount ($20,200). It is calculated as follows:

- $20,200 (Nonguaranteed Withdrawal amount) x 1.5091 ($120,000 Payment Base divided by $79,517 Account Value) = $30,484 (Adjusted Nonguaranteed Withdrawal amount)

The Bonus Base and Step-Up Base (and therefore the Payment Base) are reduced by the Adjusted Nonguaranteed Withdrawal amount.

- $120,000 Bonus Base - $30,484 Adjusted Nonguaranteed Withdrawal amount = $89,516 Bonus Base after the Nonguaranteed Withdrawal
- $100,000 Step-Up Base - $30,484 Adjusted Nonguaranteed Withdrawal amount = $69,516 Step-Up Base after the Nonguaranteed Withdrawal

The LPA is recalculated after the withdrawal as 4.0% of the Payment Base after the withdrawal: $89,516 x 4.0% = $3, 581.

(G) A Nonguaranteed Withdrawal reduces the Account Value to zero in Contract Year 14 and the Rider and annuity contract terminate

Appendix E-2

Illustration of Guaranteed Lifetime Income Advantage Plus

The following examples demonstrate how the Rider works, based on the stated assumptions. These examples are for illustration only, and do not predict future investment results.

Example #1

This example illustrates the Spousal Rider where withdrawals equal to the Lifetime Payout Amount (LPA), as well as Nonguaranteed Withdrawals have been taken, an additional contribution has been made and Roll-Ups and Step-Ups have been applied. It also illustrates payments for the life of the Primary Annuitant and Spousal Annuitant even though the Account Value has been reduced to zero. All amounts in the table are rounded to the nearest $1.00 in this example.

Assumptions:

- Primary Annuitant's age on the Contract Date = 55; Spousal Annuitant's age on the Contract Date = 52
- Initial contribution = $100,000; additional contribution = $10,000 in Contract Year 10
- Nonguaranteed Withdrawal equal to $5,000 in Contract Year 8; Nonguaranteed Withdrawal of $518 in Contract Year 14
- Withdrawals equal to LPA in Contract Years 9-13, and Contract Years 15+
- No withdrawals were taken that would result in withdrawal charges under the contract.
- The contract is not a Qualified Annuity contract.
- The Rider remains in effect during the period covered in this example.

Contract Year	Primary Annuitant's Age on APD*	Spousal Annuitant's Age on APD	Contribu-tions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Roll-Up	Roll-Up Base	Step-Up Base	Benefit Base at end of APD (B)
1	55	52	$100,000	N/A	$0	$0	$107,500	$7,000 (C)	$107,000 (C)	$107,500 (D)	$107,500
2	56	53		N/A	$0	$0	$107,635	$7,000 (C)	$114,000 (C)	$107,635 (D)	$114,000
3	57	54		N/A	$0	$0	$111,940	$7,000 (C)	$121,000 (C)	$111,940 (D)	$121,000
4	58	55		N/A	$0	$0	$115,310	$7,000 (C)	$128,000 (C)	$115,310 (D)	$128,000
5	59	56		N/A	$0	$0	$113,004	$7,000 (C)	$135,000 (C)	$115,310	$135,000
6	60	57		N/A	$0	$0	$113,004	$7,000 (C)	$142,000 (C)	$115,310	$142,000
7	61	58		N/A	$0	$0	$108,483	$7,000 (C)	$149,000 (C)	$115,310	$149,000
8	62	59		N/A	$5,000 (E)	$6,733 (E)	$105,653	$0	$142,267 (E)	$108,577 (E)	$142,267
9	63	60		$5,122(F)	$5,122	$0	$100,531	$0	$142,267	$108,577	$142,267
10	64	61	$10,000(G)	$5,482 (G)	$5,482	$0	$103,261	$0	$152,267 (G)	$118,577 (G)	$152,267
11	65	62		$5,482	$5,482	$0	$99,005	$0	$152,267	$118,577	$152,267
12	66	63		$5,482	$5,482	$0	$89,756	$0	$152,267	$118,577	$152,267

Contract Year	Primary Annuitant's Age on APD*	Spousal Annuitant's Age on APD	Contribu-tions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Roll-Up	Roll-Up Base	Step-Up Base	Benefit Base at end of APD (B)
13	67	64		$5,482	$5,482	$0	$86,262	$0	$152,267	$118,577	$152,267
14	68	65		$5,482	$6,000 (H)	$967 (H)	$81,060	$0	$151,300 (H)	$117,610 (H)	$151,300
15	69	66		$5,447 (H)	$5,447	$0	$76,632	$0	$151,300	$117,610	$151,300
16	70	67		$5,447	$5,447	$0	$74,459	$0	$151,300	$117,610	$151,300
17	71	68		$5,447	$5,447	$0	$69,965	$0	$151,300	$117,610	$151,300
18	72	69		$5,447	$5,447	$0	$63,327	$0	$151,300	$117,610	$151,300
19	73	70		$5,447	$5,447	$0	$54,922	$0	$151,300	$117,610	$151,300
20	74	71		$5,447	$5,447	$0	$51,881	$0	$151,300	$117,610	$151,300
21	75	72		$5,447	$5,447	$0	$46,124	$0	$151,300	$117,610	$151,300
22	76	73		$5,447	$5,447	$0	$42,269	$0	$151,300	$117,610	$151,300
23	77	74		$5,447	$5,447	$0	$38,298	$0	$151,300	$117,610	$151,300
24	78	75		$5,447	$5,447	$0	$31,528	$0	$151,300	$117,610	$151,300
25	79	76		$5,447	$5,447	$0	$24,713	$0	$151,300	$117,610	$151,300
26	80	77		$5,447	$5,447	$0	$18,733	$0	$151,300	$117,610	$151,300
27	81	78		$5,447	$5,447	$0	$14,431	$0	$151,300	$117,610	$151,300
28	82	79		$5,447	$5,447	$0	$9,626	$0	$151,300	$117,610	$151,300
29	83	80		$5,447	$5,447	$0	$4,195	$0	$151,300	$117,610	$151,300
30	84	81		$5,447 (I)	$5,447	$0	$0	$0	$151,300	$117,610	$151,300
31+	85	82		$5,447	$5,447	$0	$0	$0	$151,300	$117,610	$151,300

*APD = Annual Processing Date

(A) The hypothetical Account Value includes deduction of all fees and is after any applicable withdrawal.

(B) The Benefit Base is always the greater of the Roll-Up Base and Step-Up Base.

(C) A Roll-Up was added to the Roll-Up Base in Contract Years 1 - 7 because no withdrawals were taken during those Contract Years. The Roll-Up amount is the Roll-Up Percentage, which is 7.00% in each of these years, times the total contributions minus total withdrawals, which is $100,000 for each year.

For example, the Roll-Up in Contract Year 1 is calculated as follows:

- 7.00% (Roll-Up Percentage) X $100,000 (total contributions) – 7.00% (Roll-Up Percentage) X $0 (total withdrawals) = $7,000 Roll-Up amount. This calculation is the same in each of the 7 years.

The Roll-Up Base after the Roll-Up in Contract Year 1 is $100,000+ $7,000 = $107,000; the Roll-Up Base after the Roll-Up in Contract Year 2 is $107,000+ $7,000 = $114,000; the Roll-Up Base after the Roll-Up in Contract Year 3 is $114,000+ $7,000 = $121,000; the Roll-Up Base after the Roll-Up in Contract Year 4 is $121,000+ $7,000 = $128,000; the Roll-Up Base after the Roll-Up in Contract Year 5 is $128,000+ $7,000 = $135,000; the Roll-Up Base after the Roll-Up in Contract Year 6 is $135,000+ $7,000 = $142,000; the Roll-Up Base after the Roll-Up in Contract Year 7 is $142,000+ $7,000 = $149,000.

(D) In Contract Year 1, the Step-Up Base increases to $107,500 because the hypothetical Account Value ($107,500) is larger than the Step-Up Base in Contract Year 1 ($100,000). After the Step-Up, the Step-Up Base ($107,500) is larger than the Roll-Up Base ($107,000) and therefore the Benefit Base is equal to the Step-Up Base of $107,500. In Contract Years 2-4, the Step-Up Base increases to the Account Value, because the Account Value is larger than the previous years' Step-Up Base, however the Benefit Base is not affected because the Roll-Up Base is higher than the Step-Up Base in each Contract Year. In Contract Years 5+, the Step-Up Base is always larger than the Account Value, and thus is not stepped up.

(E) In Contract Year 8, the younger spouse has not yet reached age 60, which means it is prior to the LPA Eligibility Date. Therefore, the entire $5,000 withdrawal is a Nonguaranteed Withdrawal. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Benefit Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. For this calculation, the Account Value before the withdrawal is $110,653, equal to the Account Value after withdrawal ($105,653) plus the withdrawal amount ($5,000). It is calculated as follows:

- $5,000 (Nonguaranteed Withdrawal amount) x 1.34655 ($149,000 Benefit Base divided by $110,653 Account Value) = $6,733 (Adjusted Nonguaranteed Withdrawal amount)

The Roll-Up Base and the Step-Up Base (and therefore the Benefit Base) are reduced by the amount of the Adjusted Nonguaranteed Withdrawal:

- $149,000 Roll-Up Base – $6,733 Adjusted Nonguaranteed Withdrawal amount = $142,267 Roll-Up Base after the Nonguaranteed Withdrawal

- $115,310 Step-Up Base - $6,733 Adjusted Nonguaranteed Withdrawal amount = $108,577 Step-Up Base after the Nonguaranteed Withdrawal

(F) In Contract Year 9, the LPA is determined, since this is the first withdrawal on or after the LPA Eligibility Date. The LPA is the Withdrawal Percentage times the Benefit Base times the Spousal Factor:

- 4.0% (Withdrawal Percentage) X $142,267 (Benefit Base) X 90% (Spousal Factor) =$5,122 (LPA)

(G) The $10,000 additional contribution made at the beginning of Contract Year 10 increases the Roll-Up Base and Step-Up Base (and therefore the Benefit Base) dollar-for-dollar.

- $142,267 Roll-Up Base + $10,000 additional contribution amount = $152,267 Roll-Up Base after the additional contribution.

- $108,577 Step-Up Base + $10,000 additional contribution amount = $118,577 Step-Up Base after the additional contribution.

The LPA is recalculated using the Withdrawal Percentage times the Benefit Base after the additional contribution:

- 4.0% (Withdrawal Percentage) X $152,267 (Benefit Base) X 90% (Spousal Factor) = $5,482 (LPA)

(H) In Contract Year 14, a Nonguaranteed Withdrawal in the amount of $518 ($6,000 amount withdrawn - $5,482 LPA) is taken. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Benefit Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. For this calculation, the Account Value before the withdrawal is $81,578, equal to the Account Value after withdrawal ($81,060) plus the Nonguaranteed Withdrawal amount ($518). It is calculated as follows:

- $518 (Nonguaranteed Withdrawal amount) x 1.86652 ($152,267 Benefit Base divided by $81,578 Account Value) = $967 (Adjusted Nonguaranteed Withdrawal amount)

The Roll-Up Base and Step-Up Base (and therefore the Benefit Base) are reduced by the Adjusted Nonguaranteed Withdrawal amount:

- $152,267 Roll-Up Base - $967 Adjusted Nonguaranteed Withdrawal amount = $151,300 Roll-Up Base after the Nonguaranteed Withdrawal.

- $118,577 Step-Up Base - $967 Adjusted Nonguaranteed Withdrawal amount = $117,610 Step-Up Base after the Nonguaranteed Withdrawal

The LPA is recalculated after the withdrawal as 4.0%, multiplied by the Benefit Base after the withdrawal, multiplied by the 90% Spousal Factor: $151,300 x 4.0% x 90% = $5,447.

(I) In Contract Year 30, the Account Value is reduced to zero; however the Benefit Base is greater than zero. Therefore, the Rider enters Guaranteed Payment Phase and payments of the LPA continue for as long as either the Primary Annuitant or Spousal Annuitant is alive.

Example #2
This example illustrates the Individual Rider where withdrawals equal to the LPA, as well as Nonguaranteed Withdrawals have been taken, and Roll-Ups have been applied. It also illustrates the termination of the Rider if the Account Value is reduced to zero by a Nonguaranteed Withdrawal. All amounts in the table are rounded to the nearest $1.00 in this example.

Assumptions:

- Annuitant's age on the Contract Date = 59
- Initial contribution = $100,000; no additional contributions
- Withdrawals equal to LPA in Contract Years 6-11 and 13
- Nonguaranteed Withdrawal in Contract Year 12 in the amount of $18,784
- Full Account Value withdrawn in Contract Year 14
- No withdrawals were taken that would result in withdrawal charges under the contract.
- The contract is not a Qualified Annuity contract.
- The Rider remains in effect during the period covered in this example.

Contract Year	Annuitant's Age on APD*	Contributions	LPA	Annual Withdrawal	Adjusted Nonguaranteed Withdrawal	Hypothetical Account Value on APD (A)	Roll-Up	Roll-Up Base	Step-Up Base	Benefit Base at end of APD (B)
1	59	$100,000	N/A	$0	$0	$99,000	$7,000 (C)	$107,000 (C)	$100,000 (D)	$107,000
2	60		N/A	$0	$0	$98,010	$7,000 (C)	$114,000 (C)	$100,000	$114,000
3	61		N/A	$0	$0	$95,070	$7,000(C)	$121,000 (C)	$100,000	$121,000
4	62		N/A	$0	$0	$92,218	$7,000(C)	$128,000 (C)	$100,000	$128,000
5	63		N/A	$0	$0	$91,295	$7,000 (C)	$135,000 (C)	$100,000	$135,000
6	64		$5,400 (E)	$5,400(E)	$0	$99,408	$0	$135,000	$100,000	$135,000
7	65		$5,400	$5,400	$0	$115,482	$0	$135,000	$115,482(F)	$135,000
8	66		$5,400	$5,400	$0	$128,317	$0	$135,000	$128,317	$135,000
9	67		$6,216(G)	$6,216	$0	$138,143	$0	$135,000	$138,143(G)	$138,143(G)
10	68		$6,216	$6,216	$0	$121,175	$0	$135,000	$138,143	$138,143
11	69		$6,216	$6,216	$0	$99,880	$0	$135,000	$138,143	$138,143
12	70		$6,216	$25,000 (H)	$42,868	$41,748	$0	$92,132(H)	$95,275(H)	$95,275
13	71		$4,287(H)	$4,287	$0	$38,168	$0	$92,132	$95,275	$95,275
14	72		$4,287	$38,168 (I)	N/A	$0	$0	$0	$0	$0
15	73		$0	$0	$0	$0	$0	$0	$0	$0

*APD = Annual Processing Date
(A) The hypothetical Account Value includes deduction of all fees and is after any applicable withdrawal.

(B) The Benefit Base is always the greater of the Roll-Up Base and Step-Up Base.

(C) A Roll-Up was added to the Roll-Up Base in Contract Years 1 - 5 because no withdrawals were taken during those Contract Years. The Roll-Up amount is the Roll-Up Percentage, which is 7.00% in each of these years, times the total contributions minus total withdrawals, which is $100,000 for each year.

For example, the Roll-Up in Contract Year 1 is calculated as follows:

- 7.00% (Roll-Up Percentage) X $100,000 (total contributions) – 7.00% (Roll-Up Percentage) X $0 (total withdrawals) = $7,000 Roll-Up amount. This calculation is the same in each of the 5 years.

The Roll-Up Base after the Roll-Up in Contract Year 1 is $100,000+ $7,000 = $107,000; the Roll-Up Base after the Roll-Up in Contract Year 2 is $107,000+ $7,000 = $114,000; the Roll-Up Base after the Roll-Up in Contract Year 3 is $114,000+ $7,000 = $121,000; the Roll-Up Base after the Roll-Up in Contract Year 4 is $121,000+ $7,000 = $128,000; the Roll-Up Base after the Roll-Up in Contract Year 5 is $128,000+ $7,000 = $135,000.

(D) In Contract Years 1-6, the hypothetical Account Value is less than the Step-Up Base and thus, the Step-Up Base is not stepped up.

(E) In Contract Year 6, the LPA is determined, since this is the first withdrawal on or after the Age 60 Contract Anniversary. The LPA is the Withdrawal Percentage times the Benefit Base:

- 4.0% (Withdrawal Percentage) X $135,000 (Benefit Base) =$5,400 (LPA)

(F) In Contract Year 7, the Step-Up Base increases to $115,482 because the hypothetical Account Value ($115,482) is larger than the Step-Up Base in Contract Year 1($100,000). However, the Benefit Base is not affected because the Roll-Up Base is higher than the Step-Up Base.

(G) In Contract Year 9, the Step-Up Base increases to $138,143 because the hypothetical Account Value ($138,143) is larger than the previous Step-Up Base ($100,000). After the Step-Up, the Step-Up Base ($138,143) is larger than the Roll-Up Base ($135,000) and therefore the Benefit Base is equal to the Step-Up Base of $138,143. Because the Annuitant's attained age is 67, she has crossed into a new Withdrawal Percentage Age Band and is eligible for an increased withdrawal percentage of 4.5%. The LPA is recalculated as:

- 4.5% (Withdrawal Percentage) X $138,143 (Benefit Base) =$6,216 (LPA)

(H) A Nonguaranteed Withdrawal in the amount of $18,784 ($25,000 amount withdrawn - $6,216 LPA) is taken in Contract Year 12. The **Adjusted Nonguaranteed Withdrawal amount** is the Nonguaranteed Withdrawal amount multiplied by the greater of 1 or the ratio of the Benefit Base to Account Value, where both values are calculated immediately before the Nonguaranteed Withdrawal. For this calculation, the Account Value before the withdrawal is $60,532, equal to the Account Value after withdrawal ($41,748) plus the Nonguaranteed Withdrawal amount ($18,784). It is calculated as follows:

- $18,784 (Nonguaranteed Withdrawal amount) x 2.28215 ($138,143 Benefit Base divided by $60,532 Account Value [$41,748+ $18,784]) = $42,868 (Adjusted Nonguaranteed Withdrawal amount)

The Roll-Up Base and Step-Up Base (and therefore the Benefit Base) are reduced by the Adjusted Nonguaranteed Withdrawal amount.

- $135,000 Roll-Up Base - $42,868 Adjusted Nonguaranteed Withdrawal amount = $92,132 Roll-Up Base after the Nonguaranteed Withdrawal
- $138,143 Step-Up Base - $42,868 Adjusted Nonguaranteed Withdrawal amount = $95,275 Step-Up Base after the Nonguaranteed Withdrawal

The LPA is recalculated after the withdrawal as 4.5% of the Benefit Base after the withdrawal: $95,275 x 4.5% = $4,287.

(I) A Nonguaranteed Withdrawal reduces the Account Value to zero in Contract Year 14 and the Rider and annuity contract terminate

Appendix F

Illustration of Enhanced Earnings Benefit (EEB)

Example #1 - The following is a hypothetical example of how the EEB works:

Assumptions:

- Annuitant was age 60 on the Contract Date (40% EEB benefit)
- Initial contribution = $100,000
- No additional contributions
- No withdrawals
- Hypothetical Account Value at the time the Death Benefit is calculated = $125,000

Based on these assumptions stated above:

- The gain in the contract is = $25,000 ($125,000-$100,000 =$25,000)
- Benefit paid would be $10,000 ($25,000 x 40%)

Example #2 - The following is an example of how the EEB will be calculated and paid in conjunction with the standard Death Benefit under this contract.

Assumptions:

- Annuitant was age 60 on the Contract Date (40% EEB benefit)
- Initial contribution = $50,000
- No additional contributions
- No withdrawals
- Hypothetical Account Value at the time the Death Benefit is calculated = $60,000
- Highest anniversary Account Value = $70,000

Based on these assumptions:

- the gain in the contract is $10,000 ($60,000 – $50,000);
- the EEB is $4,000 (40% x $10,000); and thus
- the total payment to the beneficiaries is $74,000 ($70,000 + $4,000).

Appendix G

Total Annual Portfolio Operating Expense Table

Portfolio	Management Fees	12b-1 Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Contractual Fee Waivers/ Reimburse ments	Total Annual Expenses after Fee Waivers/ Reimburse ments
American Funds I.S. Bond, Class 4	0.36%	0.25%	0.27%	N/A	0.88%	N/A	0.88%
American Funds I.S. Capital Income Builder, Class 4	0.50%	0.25%	0.29%	N/A	1.04%	N/A	1.04%
American Funds I.S. Global Growth, Class 4	0.52%	0.25%	0.28%	N/A	1.05%	N/A	1.05%
American Funds I.S. Growth, Class 4	0.32%	0.25%	0.27%	N/A	0.84%	N/A	0.84%
American Funds I.S. Growth-Income, Class 4	0.26%	0.25%	0.27%	N/A	0.78%	N/A	0.78%
American Funds I.S. Managed Risk Asset Allocation, Class P2 [1]	0.15%	0.25%	0.26%	0.28%	0.94%	0.05%	0.89%
American Funds I.S. New World, Class 4	0.70%	0.25%	0.31%	N/A	1.26%	N/A	1.26%
BlackRock Capital Appreciation V.I., Class III [2]	0.65%	0.25%	0.28%	0.01%	1.19%	0.12%	1.07%
BlackRock Global Allocation V.I., Class III [2]	0.63%	0.25%	0.26%	0.01%	1.15%	0.14%	1.01%
BlackRock High Yield V.I., Class III [2]	0.48%	0.25%	0.25%	0.01%	0.99%	0.11%	0.88%
BlackRock Total Return V.I., Class III [2]	0.43%	0.25%	0.28%	0.01%	0.97%	0.10%	0.87%
Columbia VP – Mid Cap Value, Class 1 [3]	0.82%	0.00%	0.07%	N/A	0.89%	0.08%	0.81%
Columbia VP – Small Cap Value, Class 2 [3, 4]	0.87%	0.25%	0.25%	N/A	1.37%	0.20%	1.17%
DWS Small Cap Index VIP, Class B [5]	0.35%	0.25%	0.20%	N/A	0.80%	0.15%	0.65%
Fidelity VIP Asset Manager, Service Class 2	0.49%	0.25%	0.11%	0.02%	0.87%	N/A	0.87%
Fidelity VIP Balanced, Service Class 2	0.39%	0.25%	0.10%	N/A	0.74%	N/A	0.74%
Fidelity VIP Contrafund, Service Class 2	0.54%	0.25%	0.08%	N/A	0.87%	N/A	0.87%
Fidelity VIP Disciplined Small Cap, Service Class 2	0.45%	0.25%	0.15%	N/A	0.85%	N/A	0.85%
Fidelity VIP Equity-Income, Service Class 2	0.44%	0.25%	0.09%	N/A	0.78%	N/A	0.78%
Fidelity VIP Freedom 2010, Service Class 2	N/A	0.25%	N/A	0.48%	0.73%	N/A	0.73%
Fidelity VIP Freedom 2015, Service Class 2	N/A	0.25%	N/A	0.51%	0.76%	N/A	0.76%
Fidelity VIP Freedom 2020, Service Class 2	N/A	0.25%	N/A	0.54%	0.79%	N/A	0.79%
Fidelity VIP Freedom 2025, Service Class 2	N/A	0.25%	N/A	0.56%	0.81%	N/A	0.81%
Fidelity VIP Freedom 2030, Service Class 2	N/A	0.25%	N/A	0.60%	0.85%	N/A	0.85%
Fidelity VIP Government Money Market, Initial Class	0.18%	N/A	0.08%	N/A	0.26%	N/A	0.26%
Fidelity VIP Growth, Service Class 2	0.54%	0.25%	0.09%	N/A	0.88%	N/A	0.88%
Fidelity VIP High Income, Service Class 2	0.56%	0.25%	0.11%	N/A	0.92%	N/A	0.92%

Portfolio	Management Fees	12b-1 Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Contractual Fee Waivers/ Reimburse ments	Total Annual Expenses after Fee Waivers/ Reimburse ments
Fidelity VIP Index 500, Service Class 2	0.045%	0.25%	0.055%	N/A	0.35%	N/A	0.35%
Fidelity VIP Investment Grade Bond, Service Class 2	0.31%	0.25%	0.09%	N/A	0.65%	N/A	0.65%
Fidelity VIP Mid Cap, Service Class 2	0.54%	0.25%	0.08%	N/A	0.87%	N/A	0.87%
Fidelity VIP Overseas, Service Class 2	0.66%	0.25%	0.13%	N/A	1.04%	N/A	1.04%
Fidelity VIP Target Volatility, Service Class 2 [7]	0.30%	0.25%	0.02%	0.52%	1.09%	0.15%	0.94%
FT Franklin Growth and Income VIP, Class 2 [8]	0.62%	0.25%	0.11%	N/A	0.98%	0.14%	0.84%
FT Franklin Income VIP, Class 2 [9]	0.46%	0.25%	0.01%	0.02%	0.74%	0.02%	0.72%
FT Franklin Large Cap Growth VIP, Class 2	0.75%	0.25%	0.10%	N/A	1.10%	N/A	1.10%
FT Franklin Mutual Shares VIP, Class 2 [9, 10]	0.68%	0.25%	0.03%	0.01%	0.97%	N/A	0.97%
FT Franklin Small Cap Value VIP, Class 2 [9]	0.63%	0.25%	0.03%	0.01%	0.92%	0.01%	0.91%
FT Templeton Foreign VIP, Class 2 [9]	0.79%	0.25%	0.04%	0.02%	1.10%	0.02%	1.08%
FT Templeton Global Bond VIP, Class 2 [9]	0.46%	0.25%	0.10%	0.09%	0.90%	0.11%	0.79%
FT Templeton Growth VIP, Class 2	0.79%	0.25%	0.04%	N/A	1.08%	N/A	1.08%
Guggenheim VT Global Managed Futures Strategy [11, 12]	0.95%	0.00%	0.77%	0.08%	1.80%	0.05%	1.75%
Guggenheim VT Long Short Equity [12]	0.90%	0.00%	0.72%	N/A	1.62%	N/A	1.62%
Guggenheim VT Multi-Hedge Strategies [11, 12]	1.17%	0.00%	0.37%	0.18%	1.72%	0.02%	1.70%
Invesco V.I. American Franchise, Series II	0.67%	0.25%	0.21%	N/A	1.13%	N/A	1.13%
Invesco V.I. American Value, Series II	0.72%	0.25%	0.21%	N/A	1.18%	N/A	1.18%
Invesco V.I. Comstock, Series II	0.57%	0.25%	0.18%	0.01%	1.01%	N/A	1.01%
Invesco V.I. International Growth, Series II [14]	0.71%	0.25%	0.22%	0.01%	1.19%	0.01%	1.18%
Invesco V.I. Mid Cap Growth, Series II	0.75%	0.25%	0.25%	N/A	1.25%	N/A	1.25%
Morgan Stanley VIF Emerging Markets Debt, Class II [15]	0.75%	0.25%	0.36%	N/A	1.36%	0.20%	1.16%
Morgan Stanley VIF Emerging Markets Equity, Class II [15]	0.85%	0.25%	0.38%	N/A	1.48%	0.20%	1.28%
Morgan Stanley VIF U.S. Real Estate, Class II [17]	0.70%	0.25%	0.28%	N/A	1.23%	0.16%	1.07%
PIMCO VIT All Asset, Advisor Class [18]	0.425%	0.25%	N/A	0.99%	1.665%	0.12%	1.545%
PIMCO VIT CommodityRealReturn Strategy, Advisor Class [20]	0.74%	0.25%	1.03%	0.15%	2.17%	0.15%	2.02%
PIMCO VIT International Bond (US Dollar-Hedged), Advisor Class [21]	0.75%	0.25%	0.06%	N/A	1.06%	N/A	1.06%
PIMCO VIT Long-Term U.S. Government, Advisor Class [22]	0.475%	0.25%	0.36%	N/A	1.085%	N/A	1.085%
PIMCO VIT Low Duration, Advisor Class [19]	0.50%	0.25%	0.09%	N/A	0.84%	N/A	0.84%
PIMCO VIT Real Return, Advisor Class [23]	0.50%	0.25%	0.77%	N/A	1.52%	N/A	1.52%
PIMCO VIT Total Return, Advisor Class [24]	0.50%	0.25%	0.26%	N/A	1.01%	N/A	1.01%

Portfolio	Management Fees	12b-1 Fee	Other Expenses	Acquired Funds Fees and Expenses	Total Annual Expenses	Contractual Fee Waivers/ Reimburse ments	Total Annual Expenses after Fee Waivers/ Reimburse ments
TOPS Managed Risk Moderate Growth ETF, Class 3 [25]	0.30%	0.35%	0.10%	0.13%	0.88%	N/A	0.88%
Touchstone VST Active Bond [26]	0.40%	N/A	0.44%	0.01%	0.85%	N/A	0.85%
Touchstone VST Focused [27]	0.70%	N/A	0.50%	N/A	1.20%	N/A	1.20%
Touchstone VST Large Cap Core Equity [28]	0.65%	N/A	0.51%	N/A	1.16%	0.10%	1.06%
Touchstone VST Aggressive ETF [26, 28]	0.25%	N/A	0.67%	0.07%	0.99%	0.17%	0.82%
Touchstone VST Conservative ETF [26, 28]	0.25%	N/A	0.67%	0.10%	1.02%	0.17%	0.85%
Touchstone VST Moderate ETF [26, 28]	0.25%	N/A	0.62%	0.08%	0.95%	0.12%	0.83%

(1) The investment adviser is currently reimbursing a portion of its management fee equal to 0.05% of the fund’s net assets. This waiver will be in effect through at least May 1, 2020. The waiver may only be modified or terminated with the approval of the fund’s board.

(2) As described in the “Management of the Funds” section of the fund’s prospectus, the fund's advisor has contractually agreed to waive and/or reimburse, as applicable, each of the following fees through April 30, 2020: (i) waive the management fee with respect to any portion of the fund's assets estimated to be attributable to investments in other equity and fixed-income mutual funds and ETFs managed by the fund's advisor or its affiliates that have a contractual management fee; (ii) waive and/or reimburse fees or expenses in order to limit total annual fund operating expenses after fee waivers and/or expense reimbursements (excluding dividend expense, interest expense, acquired fund fees and expenses ("AFFE") and certain other fund expenses) to 1.50% of average daily net assets; and (iii) reimburse fees in order to limit certain operational and recordkeeping fees to 0.08% for the Capital Appreciation V.I. Fund, 0.07% for the Global Allocation V.I. Fund, 0.05% for the High Yield V.I. Fund, and 0.06% for the Total Return V.I. Fund, of average daily net assets. Each of these contractual agreements may be terminated upon 90 days’ notice by a majority of the non-interested directors of the fund or by a vote of a majority of the outstanding voting securities of the fund.

(3) The fund's advisor and certain of its affiliates have contractually agreed to waive fees and/or to reimburse expenses (excluding transaction costs and certain other investment related expenses, interest, taxes, AFFE, and infrequent and/or unusual expenses) through April 30, 2020, unless sooner terminated at the sole discretion of the fund's board of trustees. Under this agreement, the fund's net operating expenses, subject to applicable exclusions, will not exceed the annual rates of 0.81% for the Columbia VP -- Mid Cap Value Fund and 1.17% for the Columbia VP -- Small Cap Value Fund.

(4) Other expenses have been restated to reflect current fees paid by the fund.

(5) Through April 30, 2020, the portfolio's adviser has contractually agreed to waive all or a portion of its management fee and reimburse or pay certain operating expenses of the portfolio to the extent necessary to maintain the portfolio's total annual operating expenses at a ratio no higher than 0.65%, excluding certain expenses such as extraordinary expenses, taxes, brokerage and interest expenses, and AFFE. The agreement may only be terminated with the consent of the fund's board.

(6) Reserved.

(7) The advisor has contractually agreed to waive 0.05% of the fund’s management fee. This arrangement will remain in effect through April 30, 2020. In addition, the advisor has contractually agreed to reimburse 0.10% of class-level expenses. This arrangement will remain in effect for at least one year from the effective date of the fund’s prospectus and will remain in effect thereafter as long as Service Class 2 shares of the fund continue to be sold to unaffiliated insurance companies. If Service Class 2 shares are no longer sold to unaffiliated insurance companies, the advisor, in its sole discretion, may discontinue the arrangement.

(8) The investment manager has contractually agreed to waive or assume certain expenses so that common expenses (excluding Rule 12b-1 fees, AFFE, and certain non-routine expenses) do not exceed 0.59% until April 30, 2020.

(9) The investment manager has contractually agreed in advance to reduce its fees as a result of the fund's investment in a Franklin Templeton money market fund for the next 12-month period.

(10) Other expenses include 0.01% of dividend expense and security borrowing fees for securities sold short.

(11) The advisor has contractually agreed to waive the management fee it receives from the fund in an amount equal to the management fee paid to the advisor by a specified subsidiary. This undertaking will continue in effect for so long as the fund invests in the subsidiary, and may be terminated only with the approval of the fund's board of trustees.

(12) "Other Expenses" does not include fees paid to the fund's swap contract counterparties, or the management fees, performance fees, and expenses of the reference assets or trading vehicles underlying such swap contracts. These fees and expenses, which are not reflected in this annual fund operating expenses table, are embedded in the returns of the swap contracts (*i.e.*, the fees and expenses reduce the investment return of the swap contracts) and represent an indirect cost of investing in the fund.

(13) Reserved.

(14) The fund's adviser has contractually agreed to waive a portion of the fund's management fee in an amount equal to the net management fee that the adviser earns on the fund's investments in certain affiliated funds, which will have the effect of reducing AFFE. Unless the adviser continues the fee waiver agreement, it will terminate on June 30, 2020. During its term, the fee waiver agreement cannot be terminated or amended to reduce the advisory fee waiver without approval of the fund's board of trustees.

(15) The fund's distributor has agreed to waive 0.20% of the 0.25% 12b-1 fee that it may receive. This fee waiver will continue for at least one year or until such time as the fund's board of directors acts to discontinue all or a portion of such waiver when it deems such action is appropriate.

(16) Reserved.

(17) The fund's advisory fee has been restated to reflect the decrease in the advisory fee schedule, effective July 1, 2018. The adviser has agreed to reduce its advisory fee and/or reimburse the fund so that Total Annual Fund Operating Expenses, excluding certain investment related expenses, taxes, interest and other extraordinary expenses (including litigation), will not exceed 1.07%. The fee waivers and/or expense reimbursements will continue for at least one year or until such time as the fund's board of directors acts to discontinue all or a portion of such waivers and/or reimbursements when it deems such action is appropriate.

(18) AFFE includes interest expense of the underlying PIMCO funds of 0.23%. Interest expense can result from certain transactions within the underlying PIMCO funds and is separate from the management fees paid to PIMCO. Excluding interest expense of the underlying PIMCO funds, the total annual portfolio operating expense after fee waiver and/or expenses reimbursement is 1.315% for the Advisor Class shares. The advisor has contractually agreed, through May 1, 2020, to reduce its advisory fee to the extent that the underlying PIMCO fund expenses attributable to advisory and supervisory and administrative fees exceed 0.64% of the total assets invested in underlying PIMCO funds. The advisor may recoup these waivers in future periods, not exceeding three years, provided total expenses, including such recoupment, do not exceed the annual expense limit that was in place at the time the amount being recouped was originally waived and the current annual expense limit. This waiver will automatically renew for one-year terms unless PIMCO provides written notice to the trust at least 30 days prior to the end of the then current term.The fee reduction is implemented based on a calculation of underlying PIMCO fund expenses attributable to advisory and supervisory and administrative fees that is different from the calculation of AFFE listed in the table above.

(19) "Other Expenses" include interest expense of 0.09%. Interest expense is borne by the Portfolio separately from the management fees paid to the advisor. Excluding interest expense, the total annual portfolio operating expense is 0.75%.

(20) "Other Expenses" include interest expense of 1.03%. Interest expense is borne by the portfolio separately from the management fees paid to the advisor. Excluding interest expense, total annual portfolio operating expenses after fee waiver and/or expense reimbursement are 0.99%. The advisor has contractually agreed to waive the portfolio's advisory fee and the supervisory and administrative fee in an amount equal to the management fee and administrative services fee, respectively, paid by the PIMCO Cayman Commodity Portfolio I Ltd. (the Subsidiary) to the advisor. The Subsidiary pays the advisor a management fee and administrative services fee at the annual rates of 0.49% and 0.20%, respectively, of its net assets. This waiver may not be terminated by the advisor and will remain in effect for as long as the advisor's contract with the Subsidiary is in place.

(21) "Other Expenses" include interest expense of 0.06%. Interest expense is borne by the Portfolio separately from the management fees paid to the advisor. Excluding interest expense, the total annual portfolio operating expense is 1.00%.

(22) "Other Expenses" include interest expense of 0.36%. Interest expense is borne by the Portfolio separately from the management fees paid to the advisor. Excluding interest expense, total annual portfolio operating expenses are 0.725%.

(23) "Other Expenses" include interest expense of 0.77%. Interest expense is borne by the Portfolio separately from the management fees paid to the advisor. Excluding interest expense, total annual portfolio operating expenses are 0.75%.

(24) Other Expenses" include interest expense of 0.26%. Interest expense is borne by the Portfolio separately from the management fees paid to the advisor. Excluding interest expense, the total annual portfolio operating expenses are 0.75%.

(25) Other expenses are contractually limited to 0.10%.

(26) Total Annual Fund Expenses include AFFE and will differ from the ratios of expenses to average net assets that is included in the fund's annual report for the fiscal year ended December 31, 2018.

(27) Expenses shown above do not reflect the advisor's recoupment of previously waived and/or reimbursed expenses of the fund of $7,629 or 0.01% of average daily net assets, and will differ from the net expenses shown in the fund's annual report for the fiscal year ended December 31, 2018. The fund has no further recoupments as of December 31, 2018.

(28) The advisor and the trust have entered into a contractual expense limitation agreement whereby the advisor will waive a portion of its fees or reimburse certain fund expenses (excluding dividend and interest expense related to short sales, interest, taxes, brokerage commissions and other transaction costs, portfolio transactions and investment related expenses, including expenses associated with the fund's liquidity providers, other expenditures which are capitalized in accordance with U.S. generally accepted accounting principles, the cost of AFFE, if any, and other extraordinary expenses not incurred in the ordinary course of business) in order to limit annual fund operating expenses to 1.06% of average daily net assets of the Large Cap Core Equity ETF, and 0.75% of average daily net assets of the Aggressive ETF, Conservative ETF, and Moderate ETF. This contractual expense limitation is effective through April 29, 2020, but can be terminated by a vote of the fund's board of trustees if it deems the termination beneficial to the fund's shareholders. The terms of the contractual expense limitation agreement provide that the advisor is entitled to recoup, subject to approval by the fund's board, such amounts waived or reimbursed for a period of up to three years from the date on which the advisor reduced its compensation or assumed expenses for the fund. The fund will make repayments to the advisor only if such repayment does not cause the annual fund operating expenses (after the repayment is taken into account) to exceed both (1) the expense cap in place when such amounts were waived or reimbursed and (2) the fund's current expense limitation.

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To request a copy of the **Statement of Additional Information for the Integrity Life Pinnacle V (post 1-1-12), dated May 1, 2019,** remove this page and mail it to us at the Administrative Office listed in the Glossary, or call us at the number listed in the Glossary.

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