

NScore Series of Variable Annuities

National Security Life and Annuity Company National Security Variable Account N

Supplement dated October 16, 2019 to the Prospectuses dated May 1, 2019

The following supplements the prospectuses dated May 1, 2019, as previously supplemented. Please read this supplement in conjunction with your prospectus and retain it for future reference.

Effective November 4, 2019, the Lazard Retirement Series, Inc. Lazard Retirement US Equity Select Portfolio (“Portfolio”) will close to new investors and will close to all investors on December 26, 2019. On or about December 27, 2019, the Portfolio will liquidate. Upon liquidation, your investment in the Portfolio will be transferred into the Fidelity® VIP Government Money Market Portfolio. Any future allocation, dollar cost averaging or rebalancing instructions on your contract that are impacted will be updated automatically.

If you have a rider with investment restrictions for which the Portfolio is an available investment option, we will not treat the transfer due to the liquidation or the resulting allocation as violations of the investment restrictions. However, if you wish to make additional purchase payments or transfer requests in the future, you must comply with the investment restrictions in effect at the time of the purchase payment or transfer request.

You may change investment allocations at any time by contacting customer service at 877.446.6020.

NScore Xtra • NScore Lite • NScore Xtra II

National Security Life and Annuity Company National Security Variable Account N

Supplement dated July 22, 2019 to the Prospectuses dated May 1, 2019

The following supplements the prospectuses dated May 1, 2019. Please read this supplement in conjunction with your prospectus and retain it for future reference. Capitalized terms used herein have the same definitions as in your prospectus.

The following portfolios of Ohio National Fund, Inc. will be merging effective on or about August 23, 2019, or on such later date as may be deemed necessary in the judgment of the Board of the Directors of Ohio National Fund, Inc. (the “Mergers”). Contract Value that you have allocated to a target portfolio immediately prior to the Mergers will be allocated to the survivor portfolio. Any future allocation, dollar cost averaging or rebalancing instructions on your contract that are impacted will be updated automatically.

Target Portfolio	Survivor Portfolio
ON Equity Portfolio	ON BlackRock Advantage Large Cap Core Portfolio
ON Capital Appreciation Portfolio	ON BlackRock Advantage Large Cap Core Portfolio
ON ClearBridge Small Cap Portfolio	ON BlackRock Advantage Small Cap Growth Portfolio
ON ICON Balanced Portfolio	ON BlackRock Balanced Allocation Portfolio

You may change investment allocations at any time by contacting customer service at 877.446.6020.

Investment Restrictions for Certain Optional Riders

If you have any GLWB Plus or GPP (2012) rider, upon completion of the Mergers, the ON BlackRock Balanced Allocation Portfolio will be added as an available investment option in Category 2.

FLEXIBLE PREMIUM VARIABLE ANNUITY
NATIONAL SECURITY LIFE AND ANNUITY COMPANY

PROSPECTUS

May 1, 2019

SEE INSIDE COVER
FOR INFORMATION
ON E-DELIVERY

VARIABLE ANNUITY

NScore Lite



Important Notice Regarding Delivery of Contract Owner Documents

Householding policy:

Owners of National Security individual variable annuity contracts who reside in a household where more than one individual owns the same contract type or has amounts allocated to the same fund and has the same last name will receive, as applicable, one copy of each: (1) product prospectus; (2) fund prospectus; and (3) fund annual and semiannual report (this practice is referred to as “householding”).

These documents are available in PDF online at nslac.com. You will be notified annually of this policy, which will remain in effect unless or until you opt out. **Please note: You will continue to receive individual notices with contract-specific information.**

To opt out of householding:

You may opt out of householding now or at any time in the future by calling 877.446.6020. By opting out, households will continue to receive multiple copies of the prospectuses and fund annual and semiannual reports. Please allow 30 calendar days for regular delivery to resume.

Sign up for e-delivery today and eliminate future paper copies of your updates!

To sign up for e-delivery, visit our secure website at nslac.com. Click on “Client Registration” under “Access My Account.” Then follow the registration process, and elect e-delivery when completing the Access Agreement. Once you’ve elected e-delivery, you’ll receive a postcard (or e-mail, when available) with instructions on how to access these documents online.*

Once you register, you can also access your contract information online, and view your transaction history, monthly performance reports, frequently requested service forms, and more!

*Please note: Not all fund documents are available for e-delivery.

Prospectus
Flexible Purchase Payment
Individual Variable Annuity Contract
NScore Lite
National Security Variable Account N
National Security Life and Annuity Company

Administrative Office: One Financial Way • Montgomery, Ohio 45242 • 877.446.6020

This prospectus offers variable annuity contract allowing you to accumulate values and paying you benefits on a variable and/or fixed basis. This prospectus provides information regarding the material provisions of your variable annuity contract. National Security Life and Annuity Company ("National Security") issues the contract. This contract is not currently available for sale and was only available in New York.

Variable annuities provide Contract Value and lifetime annuity payments that vary with the investment results of the mutual funds listed later in this prospectus ("Funds") that you choose. You cannot be sure that the Contract Value or annuity payments will equal or exceed your purchase payments. Any guarantees under the contract or optional riders that exceed the value of your interest in the separate account National Security Variable Account N ("VAN") are paid from our general account (not the VAN). Therefore, any amounts that we may pay under the contract in excess of your interest in the VAN are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. In the event of an insolvency or receivership, payments we make from our general account to satisfy claims under the contract would generally receive the same priority as our other policy holder obligations. The contract is not insured by the FDIC or any other agency. It is not a deposit or obligation of any bank and is not bank guaranteed.

You may make additional payments of at least \$500 at any time (\$300 for payroll deduction plans). For new contracts, we may currently limit your total purchase payments for any one life to \$3,000,000. We reserve the right to limit your purchase payments as described later in this prospectus.

You may direct the allocation of your purchase payments to one or more investment options of VAN and the Fixed Accumulation Account. Currently, your allocation of Contract Value may be to no more than 18 of the available investment options and the Fixed Accumulation Account. VAN is a separate account of National Security. The assets of VAN are invested in shares of the Funds. See page 2 for

the list of available Funds. See also the accompanying prospectuses of the Funds. The Fund prospectuses might also contain information about funds that are not available for this contract.

Beginning on January 1, 2021, as permitted by regulations adopted by the Securities and Exchange Commission, paper copies of the shareholder reports for Funds available under your contract will no longer be sent by mail, unless you specifically request paper copies of the reports from National Security. Instead, the reports will be made available on a website, and you will be notified by mail each time a report is posted and provided with a website link to access the report.

If you already elected to receive shareholder reports electronically, you will not be affected by this change and you need not take any action. You may elect to receive shareholder reports and other communications from National Security electronically by visiting nslac.com, logging into your account and electing e-delivery.

You may elect to receive all future reports in paper free of charge. You can inform National Security that you wish to continue receiving paper copies of your shareholder reports by contacting us at 877.446.6020. Your election to receive reports in paper will apply to all Funds available under your contract.

Keep this prospectus for future reference. It sets forth the information about VAN and the variable annuity contract that you should know before investing. Additional information about VAN has been filed with the Securities and Exchange Commission in a Statement of Additional Information ("SAI") dated May 1, 2019. We have incorporated the SAI by reference. It is available upon request and without charge by writing or calling us at the above address. This Prospectus and the SAI can also be obtained from the SEC's website at www.sec.gov. The table of contents for the SAI is on the back page of this prospectus.

The Securities and Exchange Commission has not approved or disapproved these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense. This prospectus is accompanied by the current Fund prospectuses.

May 1, 2019

Available Funds

Ohio National Fund, Inc.

ON Equity Portfolio
ON Bond Portfolio
ON BlackRock Balanced Allocation Portfolio
ON S&P 500® Index Portfolio
ON International Equity Portfolio
ON Foreign Portfolio
ON Capital Appreciation Portfolio
ON Janus Henderson Forty Portfolio
ON Janus Henderson Enterprise Portfolio
ON ClearBridge Small Cap Portfolio
ON Federated High Income Bond Portfolio
ON Federated Strategic Value Dividend Portfolio
ON Janus Henderson Venture Portfolio
ON Nasdaq-100® Index Portfolio
ON BlackRock Advantage Large Cap Core Portfolio
ON BlackRock Advantage Small Cap Growth Portfolio
ON ICON Balanced Portfolio
ON S&P MidCap 400® Index Portfolio
ON BlackRock Advantage Large Cap Growth Portfolio
ON Risk Managed Balanced Portfolio
ON Conservative Model Portfolio
ON Moderately Conservative Model Portfolio
ON Balanced Model Portfolio
ON Moderate Growth Model Portfolio
ON Growth Model Portfolio

AB Variable Products Series Fund, Inc.

AB VPS Dynamic Asset Allocation Portfolio
AB VPS Global Risk Allocation-Moderate Portfolio
AB VPS Growth & Income Portfolio
AB VPS Small Cap Growth Portfolio

AIM Variable Insurance Funds (Invesco Variable Insurance Funds)

Invesco V.I. International Growth Fund
Invesco V.I. Balanced-Risk Allocation Fund

Dreyfus Variable Investment Fund

Appreciation Portfolio

Federated Insurance Series

Federated Kaufmann Fund II
Federated Managed Volatility Fund II

Fidelity® Variable Insurance Products

Fidelity® VIP Contrafund® Portfolio
Fidelity® VIP Mid Cap Portfolio
Fidelity® VIP Growth Portfolio
Fidelity® VIP Government Money Market Portfolio
Fidelity® VIP Equity-Income Portfolio
Fidelity® VIP Real Estate Portfolio
Fidelity® VIP Target Volatility Portfolio

Franklin Templeton Variable Insurance Products Trust

Franklin Income VIP Fund
Franklin Flex Cap Growth VIP Fund
Templeton Foreign VIP Fund
Franklin Allocation VIP Fund
Franklin VolSmart Allocation VIP Fund

Goldman Sachs Variable Insurance Trust

Goldman Sachs Large Cap Value Fund
Goldman Sachs U.S. Equity Insights Fund
Goldman Sachs Strategic Growth Fund

Goldman Sachs Global Trends Allocation Fund

Ivy Variable Insurance Portfolios

Ivy VIP Asset Strategy
Ivy VIP Natural Resources
Ivy VIP Science and Technology

Janus Aspen Series

Janus Henderson Research Portfolio
Janus Henderson Overseas Portfolio
Janus Henderson Global Research Portfolio
Janus Henderson Balanced Portfolio
Janus Henderson U.S. Low Volatility Portfolio
Janus Henderson Flexible Bond Portfolio

JPMorgan Insurance Trust

JPMorgan Insurance Trust Mid Cap Value Portfolio
JPMorgan Insurance Trust Small Cap Core Portfolio

Lazard Retirement Series, Inc.

Lazard Retirement US Small-Mid Cap Equity Portfolio
Lazard Retirement Emerging Markets Equity Portfolio
Lazard Retirement International Equity Portfolio
Lazard Retirement US Equity Select Portfolio
Lazard Retirement Global Dynamic Multi-Asset Portfolio

Legg Mason Partners Variable Equity Trust

ClearBridge Variable Dividend Strategy Portfolio
ClearBridge Variable Large Cap Value Portfolio
QS Legg Mason Dynamic Multi-Strategy VIT Portfolio

Legg Mason Partners Variable Income Trust

Western Asset Core Plus VIT Portfolio

MFS® Variable Insurance Trust

MFS® Mid Cap Growth Series
MFS® New Discovery Series
MFS® Total Return Series

MFS® Variable Insurance Trust II

MFS® Massachusetts Investors Growth Stock Portfolio

Morgan Stanley Variable Insurance Fund, Inc.

Morgan Stanley VIF Core Plus Fixed Income Portfolio
Morgan Stanley VIF U.S. Real Estate Portfolio
Morgan Stanley VIF Growth Portfolio

Neuberger Berman Advisers Management Trust

AMT Mid Cap Intrinsic Value Portfolio

Northern Lights Variable Trust

TOPS® Managed Risk Balanced ETF Portfolio
TOPS® Managed Risk Moderate Growth ETF Portfolio
TOPS® Managed Risk Growth ETF Portfolio

PIMCO Variable Insurance Trust

PIMCO Real Return Portfolio
PIMCO Total Return Portfolio
PIMCO Global Bond Opportunities Portfolio (Unhedged)
PIMCO CommodityRealReturn® Strategy Portfolio
PIMCO Global Diversified Allocation Portfolio
PIMCO Short-Term Portfolio
PIMCO Low Duration Portfolio

The Prudential Series Fund, Inc.

Jennison Portfolio
Jennison 20/20 Focus Portfolio

Royce Capital Fund

Royce Small-Cap Portfolio
Royce Micro-Cap Portfolio

TABLE OF CONTENTS

Glossary	4	Basic Death Benefit.....	33
Fee Table	6	Optional Death Benefit Riders.....	34
Financial Statements	8	Annuity Period.....	43
Accumulation Unit Values	8	Annuity Payout Date	43
National Security	12	Annuity Options.....	43
National Security Variable Account N	13	Determination of Amount of the First Variable	
Investment Options	14	Annuity Payment.....	44
Fixed Accumulation Account.....	14	Annuity Units and Variable Payments.....	44
The Funds	14	Transfers During Annuity Payout	45
Investment Restrictions for Certain Optional		Optional Living Benefit Riders.....	45
Riders.....	18	Optional Guaranteed Lifetime Withdrawal Benefit	
Mixed and Shared Funding.....	23	("GLWB") Riders.....	45
Voting Rights.....	23	Optional Guaranteed Minimum Income Benefit	
Changes in Your Contract.....	24	("GMIB") Riders.....	53
Changes in Applicable Law	24	Optional Guaranteed Principal Access ("GPA")	58
Risk of Increase in Current Fees and Expenses	24	Optional Guaranteed Principal Protection ("GPP")	59
Risk of Contract Termination.....	24	Summary of Optional Living Benefit Riders	60
Distribution of Variable Annuity Contracts	24	Other Contract Provisions.....	61
Deductions and Expenses.....	24	Assignment	61
Surrender Charge.....	24	Reports and Confirmations.....	62
Annual Contract Fee.....	25	Substitution for Fund Shares.....	62
Deduction for Account Expense Fee	25	Contract Owner Inquiries	62
Deduction for Mortality and Expense Risk Fee	25	Performance Data	62
Charges for Optional Benefits.....	25	Federal Tax Status.....	62
Transfer Fee.....	27	Tax-Deferred Annuities	63
Deduction for State Premium Tax.....	27	Qualified Pension or Profit-Sharing Plans	64
Fund Expenses.....	27	Withholding on Annuity Payments.....	64
Description of Variable Annuity Contracts.....	27	Individual Retirement Annuities (IRAs)	64
Free Look	27	Appendix A — IRA Disclosure Statement	65
Accumulation Period	27	Free Look Period	65
Purchase Payments	27	Eligibility Requirements.....	65
Accumulation Units.....	28	Contributions and Deductions.....	65
Crediting Accumulation Units.....	28	IRA for Non-working Spouse	66
Allocation of Purchase Payments.....	29	Rollover Contribution	66
Accumulation Unit Value and Accumulation		Premature Distributions.....	66
Value.....	29	Distribution at Retirement.....	67
Net Investment Factor.....	29	Inadequate Distributions — 50% Tax	67
Surrender and Withdrawal.....	29	Death Benefits	67
Transfers among Subaccounts.....	30	Roth IRAs.....	67
Effective Time for Purchase, Transfer or		Savings Incentive Match Plan for Employees	
Redemption Orders.....	31	(SIMPLE).....	68
Electronic Access	31	Reporting to the IRS.....	68
Scheduled Transfers (Dollar Cost Averaging)	32	Illustration of IRA Fixed Accumulations	69
Portfolio Rebalancing	32	Appendix B — Accumulation Unit Values	70
Nursing Facility Confinement	32	Appendix C — GLWB Plus Example.....	92
Death Benefit.....	33	Statement of Additional Information Contents	95

Glossary

Accumulation Units — Until annuity payments begin, your contract's value in each subaccount is measured by accumulation units. The dollar value of each unit varies with the investment results of the subaccount's corresponding Fund.

Annual Credit Calculation Base — The amount to which the annual credit rate is applied in the GLWB riders. The Annual Credit Calculation Base is equal to the GLWB base at the beginning of the annual credit period and is increased for additional purchase payments made since the beginning of the annual credit period.

Annuitant — A living person whose length of life determines the number and value of annuity payments to be made.

Annuity Unit — After annuity payments begin, the amount of each variable payment depends upon the value of your annuity units. The dollar value of each unit varies with the investment results of the subaccount's corresponding Fund.

Applied for — The date the application for the annuity is signed or the electronic order is submitted to us.

ARDBR — The annual reset death benefit rider offered with this contract. The ARDBR and ARDBR (2009) are the ARDBR riders.

Commission — The Securities and Exchange Commission.

Contract Value — Contract Value is determined by multiplying the total number of units (for each subaccount) credited to the contract by the unit value (for such subaccount) for the current valuation period and adding to that any amount in the Fixed Accumulation Account or a DCA Account.

DCA — Dollar cost averaging.

Death Benefit — The amount used solely to calculate the Death Benefit Adjustment and *is not the amount paid to the beneficiary after the death of the annuitant*. Death Benefit is the greatest of (i) total Contract Value, or (ii) net purchase payments less pro-rata withdrawals, unless one of the riders added to your contract provides for a higher benefit.

Death Benefit Adjustment — The Death Benefit Adjustment is an amount added to the Contract Value to determine the Proceeds paid to the beneficiary. It represents the difference, if any, between the highest guaranteed death benefit amount and the Contract Value on the applicable calculation date as described under "Basic Death Benefit" if the Contract Value on this date is lower than the highest guaranteed death benefit amount. If the Contract Value on the applicable calculation date is higher than the highest guaranteed death benefit amount, no Death Benefit Adjustment will be made.

Free Look — A period of ten (10) or more days after receipt of the contract during which you have the right to cancel your contract and receive a refund without incurring

surrender charges. The amount of the refund may equal either the amount of purchase payments or the Contract Value as of the date of cancellation, depending on applicable state law requirements. Upon such refund, the contract shall be void.

Fund — A mutual fund in which subaccount assets may be invested. See the list of "Available Funds" beginning on page 2.

GEB — The gain enhancement benefit riders offered with this contract.

GLWB — The guaranteed lifetime withdrawal benefit riders offered with this contract.

GMDB — The guaranteed minimum death benefit amount provided for by the GMDB riders offered with this contract. The Premium Protection, Premium Protection Plus, GMDBR80 Plus, GMDBR85 Plus, 5% GMDBR80 Plus, 5% GMDBR85 Plus, ARDBR and ARDBR (2009) are the GMDB riders.

GMIB — The guaranteed minimum income benefit amount provided for by the GMIB riders offered with this contract. The GMIB, GMIB Plus, GMIB Plus with Five Year Reset, GMIB Plus with Annual Reset and the GMIB Plus with Annual Reset (2009) are the GMIB riders.

Good order — An instruction or request is in good order when it is received in our home office, or other place we may specify, and has such clarity and completeness that we do not have to exercise any discretion to carry out the instruction or request. We may require that the instruction or request be given in a certain form.

GPA — The guaranteed principal access rider offered with this contract.

GPP — The guaranteed principal protection rider offered with this contract.

Guaranteed earnings rate — The guaranteed earnings rate is the effective annual rate at which values in variable portfolios accumulate at with the earnings base of the ARDBR (2009) or the guaranteed earnings income base of the GMIB Plus with Annual Reset (2009).

Notice — A written form acceptable to us, signed by you and received at our administrative office (the address listed on the first page of the prospectus). We have specified forms or may require specific information in writing for certain transactions, such as a surrender request. Contact us or your registered representative for more information.

Participating Spouse — One of two people upon whose life and age the benefits under the Joint GLWB Plus are based.

Pro rata — A pro rata adjustment means the benefit or rider base will be reduced by the same percentage that the Contract Value was reduced by a withdrawal in excess of that provided for by the contract or rider. If your Contract Value is lower than your rider base, a pro rata reduction will

reduce your rider base by a greater amount than a dollar for dollar reduction would. If your Contract Value is higher than your rider base, a pro rata reduction will reduce your rider base less than a dollar for dollar reduction would.

Proceeds — The amount that the beneficiary receives if the annuitant dies before annuity payments begin.

Required Minimum Distribution or RMD — The minimum amount that you must withdraw each year from your qualified retirement plans starting in the calendar year following the year in which you reach age 70 ½.

RMD treatment — RMD treatment means that you may take your Required Minimum Distribution, even if it exceeds what would otherwise be the allowable annual withdrawal amount, without it being treated as an excess withdrawal under your rider. Certain conditions apply in order to receive RMD treatment. Please see "Optional Death Benefit Riders" and "Optional Guaranteed Lifetime Withdrawal Benefit ('GLWB') Riders" for more information.

Subaccount — A subdivision of VAN. The assets of each subaccount are invested in a corresponding available Fund.

Surrender — To redeem the contract before annuity payments begin and receive its value minus any applicable surrender charge or other charges.

Valuation Period — The period of time from one determination of variable subaccount unit and annuity unit values to their next determination. A valuation period usually ends at 4:00 p.m. Eastern time on each day the New York Stock Exchange is open for unrestricted trading. The valuation period may end sooner to correspond to earlier closing of the New York Stock Exchange. Accumulation unit and annuity unit values for each annuity period are determined at the end of that valuation period.

VAN (Variable Account N) — A separate account of National Security Life and Annuity Company consisting of assets segregated from National Security's general assets for the purpose of funding annuity contracts whose values vary with the investment results of the separate account's underlying Funds.

We, Us, Our — We, us and our refer to National Security Life and Annuity Company.

Withdraw — To receive part of the contract's value without entirely redeeming or surrendering the contract.

You — You means the owner of the contract or the owner's estate if the owner is deceased.

Fee Table

The following tables describe the fees and expenses you will pay when buying, owning and surrendering the contract. The first table describes the fees and expenses you will pay when you buy the contract, surrender the contract, or transfer cash value between investment options (Funds). State premium taxes may also be deducted if applicable.

Contract Owner Transaction Expenses	<u>Years</u>	<u>Charge</u>
Surrender Charge (a percentage of your total purchase payments minus all previous withdrawals) ⁽¹⁾	1st	7%
	2nd	7%
	3rd	7%
	4th and later	0%
Transfer Fee (currently no charge for the first 12 transfers each contract year)		\$10
Premium Tax (charged upon annuitization, surrender or when assessed)		0.0% to 5.0% depending on state law

The next table describes the fees and expenses you will pay periodically while you own the contract, not including Fund fees and expenses.

Annual Contract Fee (no fee if your Contract Value exceeds \$50,000)	\$30
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Separate Account Annual Expenses (as a percentage of average account value unless otherwise indicated)

Mortality and Expense Risk Charge	1.15%
Account Expense Charge	<u>0.25%</u>
Total Separate Account Annual Expenses (without optional added benefits)	1.40%

Optional Rider Expenses (Some of the optional riders are mutually exclusive. See the individual discussion of each rider later in the prospectus for details on the riders and the amounts upon which charges are based. Please see the footnotes below.)

<u>Rider</u>	<u>Maximum Charge</u>
Annual Stepped-Up Death Benefit ⁽²⁾	0.25% of the optional death benefit amounts
Premium Protection or Joint Premium Protection death benefit at issue ages through 70	0.10% of the optional death benefit amount (currently 0.10%)
Premium Protection or Joint Premium Protection death benefit at issue ages 71-75	0.25% of the optional death benefit amount (currently 0.25%)
Premium Protection Plus or Joint Premium Protection Plus death benefit	0.90% of the optional death benefit amount (currently 0.45%)
GLWB Plus	2.00% of the GLWB Base (applied for on or after May 1, 2014: currently 1.05%) (applied for before May 1, 2014: currently 0.95%)
Joint GLWB Plus	2.40% of the GLWB Base (applied for on or after May 1, 2014: currently 1.35%) (applied for before May 1, 2014: currently 1.20%)
GPP (2012)	0.90% of your average annual guaranteed principal amount (currently 0.45%)
GMDBR80 Plus	0.25% of the optional death benefit amounts
GMDBR85 Plus	0.45% of the optional death benefit amounts
5% GMDBR80 Plus	0.45% of the optional death benefit amounts
5% GMDBR85 Plus	0.70% of the optional death benefit amounts
ARDBR	0.60% of the optional death benefit amounts
ARDBR (2009)	1.40% of the optional death benefit amounts (currently 0.85%)
GEB at issue ages through 70	0.15% of your Contract Value on the contract anniversary
GEB at issue ages 71 through 75	0.30% of your Contract Value on the contract anniversary
GEB "Plus" at issue ages through 70	0.30% of your Contract Value on the contract anniversary

GEB "Plus" at issue ages 71 through 75	0.60% of your Contract Value on the contract anniversary
GMIB	0.45% of your guaranteed income base
GMIB Plus	0.50% of your guaranteed income base
GMIB Plus with Five Year Reset	0.50% of your guaranteed income base
GMIB Plus with Annual Reset	0.65% of your guaranteed income base
GMIB Plus with Annual Reset (2009)	1.50% of the guaranteed income base (currently 0.95%)
GPP ⁽³⁾	0.55% of your average annual guaranteed principal amount
GPA (7% guaranteed annual withdrawal)	0.40% of your eligible Contract Value
GPA (8% guaranteed annual withdrawal)	0.50% of your eligible Contract Value

Summary of Maximum Contract Expenses (expenses you would pay if you elected all non-exclusive optional benefits last available under the contract and the most expensive of mutually exclusive optional benefits)

Mortality and Expense Risk Charge	1.15%
Account Expense Charge	<u>0.25%</u>
Subtotal	1.40%
Joint Premium Protection death benefit at issue ages 71-75	0.25%
Joint GLWB Plus	<u>2.40%</u>
Maximum Possible Total Separate Account Expenses:	4.05% ⁽⁴⁾

- (1) The percentage varies with the number of years from purchase payments to which values relate. The surrender charge may also be called a Contingent Deferred Sales Charge.
- (2) In those states where permitted, rider charge is 0.25% for contracts applied for on or after May 15, 2009. For other contracts, rider charge is 0.10%. See your representative for more information.
- (3) In those states where permitted, rider charge is 0.55% for riders applied for on or after May 15, 2009. For other riders, the charge is 0.20%. See your representative for more information.
- (4) Assumes average account value, Contract Value and all bases upon which rider charges are based are equal. If such amounts are not equal, then total charges may be higher or lower. Note that certain riders are mutually exclusive. The following shows which riders you may not have at the same time:

If you have this rider

GPP or GPP (2012)
GPA
One of the GMDB riders
Annual stepped-up death benefit
One of the GMIB riders
GLWB Plus or Joint GLWB Plus

you cannot have this rider

GPA or any GLWB
GPP, any GMIB or any GLWB
Any other GMDB rider
Any ARDBR
Any other GMIB, GLWB or GPA
Any other rider except the annual stepped-up death benefit,
Premium Protection, Premium Protection Plus, deferral credit
or 8 year GPP with GLWB

Furthermore, if you have an ARDBR, you must also have the comparable GMIB Plus with Annual Reset. Please carefully review the rider descriptions later in this prospectus.

The next item shows the minimum and maximum total operating expenses charged by the Funds that you may pay periodically during the time you own the contract. More detail concerning each Fund's fees and expenses is contained in the prospectus for each Fund.

	<u>Minimum without waivers</u>	<u>Maximum without waivers</u>
Total Annual Fund Operating Expenses as of December 31, 2018 (expenses deducted from Fund assets, including management fees, distribution (12b-1) fees and other Fund operating expenses) ⁽¹⁾	0.36%	2.07%

⁽¹⁾Some of the Funds available are structured as "fund of funds." A fund of funds is a mutual fund that invests primarily in a portfolio of other mutual funds. The expenses shown above include the total fees and expenses of the fund of funds, including the acquired fund fees and expenses of such fund of funds.

Example

These Examples are intended to help you compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include contract owner transaction expenses, contract fees, separate account annual expenses, and Fund fees and expenses. The Examples do not reflect the deduction of premium taxes, typically charged upon annuitization, surrender, or when assessed. If the premium taxes were reflected, the charges would be higher.

The following Example assumes you invest \$10,000 in the contract for the periods indicated. The Example also assumes your investment has a 5% return each year and assumes the maximum fees and expenses of the most expensive available Fund assuming no waivers. The Example assumes you have selected all the available optional benefits based on their mutual exclusivity and maximum cost and the costs for those benefits are based on Contract Values or the rider base amounts specified above for a contract experiencing the assumed annual investment return of 5%. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

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

<u>1 year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
\$1,273	\$2,686	\$3,641	\$8,486

(2) If you annuitize at the end of the applicable period, or if you do not surrender your contract:

<u>1 year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
\$642	\$2,052	\$3,641	\$8,486

The following Example assumes you invest \$10,000 in the contract for the periods indicated. The Example also assumes your investment has a 5% return each year and assumes the minimum fees and expenses of the available Funds assuming no waivers. The Example assumes you have selected all the available optional benefits based on their mutual exclusivity and maximum cost and the costs for those benefits are based on Contract Values or the rider base amounts specified above for a contract experiencing the assumed annual investment return of 5%. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

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

<u>1 year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
\$1,101	\$2,160	\$2,757	\$6,660

(2) If you annuitize at the end of the applicable period, or if you do not surrender your contract:

<u>1 year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
\$471	\$1,530	\$2,757	\$6,660

FINANCIAL STATEMENTS

The complete financial statements of VAN and National Security, are included in the Statement of Additional Information.

ACCUMULATION UNIT VALUES

Attached as Appendix B is a table showing selected information concerning Accumulation Units for each Sub-Account for each of the last ten calendar years, or since inception if less. The Accumulation Unit values do not reflect the deduction of certain charges that are subtracted from your annuity Contract Value, such as the contract maintenance charge. A portion of the information in the table is also included in the Separate Account's financial statements. To obtain a more complete picture of each Sub-Account's financial status and performance, you should review the Separate Account's financial statements which are contained in the Statement of Additional Information.

This series of variable annuity contracts began on May 1, 2002. Since then, the following changes have been made to available Funds:

May 1, 2003	Dreyfus Variable Investment Fund Appreciation portfolio and Royce Capital Fund portfolios added; The Dow Target Variable Fund LLC Quarterly portfolios replaced monthly portfolios through mergers, Van Kampen Universal Institutional Funds (Class I) Core Plus Fixed Income and U.S. Real Estate portfolios discontinued for new contracts, and Van Kampen Universal Institutional Funds (Class II) Core Plus Fixed Income and U.S. Real Estate portfolios added for new contracts.
October 1, 2003	Fidelity VIP Equity-Income Portfolio added. First American Insurance Portfolios discontinued for new contracts.
May 1, 2004	Ohio National Fund U.S. Equity, Balanced and Covered Call portfolios added; PBHG Technology & Communications portfolio and Strong Variable Insurance Funds discontinued for new contracts.
May 1, 2005	Franklin Templeton Variable Insurance Products Trust funds and Lazard Retirement International Equity Portfolio added. PBHG Technology & Communications Portfolio changed its name to Liberty Ridge Technology and Communications Portfolio.
November 2, 2005	Ohio National Fund Target VIP and Target Equity/Income portfolios were added.
May 1, 2006	Salomon Brothers Variable Series Funds, Inc. changed its name to Legg Mason Partners Variable Portfolios I, Inc. The Neuberger Berman Advisers Management Trust AMT Regency Portfolio was added. The Van Kampen Universal Institutional Funds International Growth Equity Portfolio and Equity Growth Portfolio were added.
May 1, 2007	Ohio National Fund Bristol Growth Portfolio was added. Ohio National Fund Covered Call Portfolio changed its name to Income Opportunity Portfolio. Legg Mason Partners Variable Equity Trust replaced Legg Mason Partners Variable Portfolio I, Inc. through reorganization. Legg Mason Partners Variable Fundamental Value Portfolio replaced the All Cap Portfolio through reorganization and Legg Mason Partners Capital and Income Portfolio replaced the Total Return Portfolio through reorganization. Lazard Retirement Equity Portfolio was renamed Lazard Retirement U.S. Strategic Equity Portfolio.
May 1, 2008	Ohio National Fund Blue Chip Portfolio changed its name to Strategic Value Portfolio. ALPS Variable Insurance Trust AVS Listed Private Equity Portfolio (Class II) was added. Federated Insurance Series Federated Kaufmann Fund II (Service Shares) was added. Fidelity Variable Insurance Products Fund VIP Real Estate Portfolio (Service Class 2) was added. Franklin Templeton Variable Insurance Products Trust, Franklin Templeton VIP Founding Funds Allocation Fund (Class 4) was added. Franklin Templeton Variable Insurance Products Trust (Class 4) Franklin Income Securities Fund, Franklin Flex Cap Fund and Templeton Foreign Securities Fund were added for contracts with applications signed or electronic orders submitted to us on or after May 1, 2008 and Class 2 shares were discontinued for such contracts. Goldman Sachs Variable Insurance Trust (Service Shares) Goldman Sachs Growth and Income Fund, Goldman Sachs Structured U.S. Equity Fund and Goldman Sachs Capital Growth Fund were added for contracts with applications signed or electronic orders submitted to us on or after May 1, 2008 and Institutional Shares were discontinued for such contracts.
August 1, 2008	Ohio National Fund International Small Company Portfolio changed its name to International Small-Mid Company Portfolio.
October 1, 2008	Ivy Variable Insurance Portfolios, Inc. and PIMCO CommodityRealReturn® Strategy Portfolio added.
April 24, 2009	J.P. Morgan Series Trust II JPMorgan Mid Cap Value Portfolio was merged with J.P. Morgan Insurance Trust Diversified Mid Cap Value Portfolio and was renamed JPMorgan Insurance Trust Mid Cap Value Portfolio. J.P. Morgan Series Trust II JPMorgan Small Company Portfolio was merged with J.P. Morgan Insurance Trust Small Cap Equity Portfolio and was renamed JPMorgan Insurance Trust Small Cap Core Portfolio.
May 1, 2009	Janus Aspen Series Large Cap Growth Portfolio changed its name to Janus Portfolio. Janus Aspen Series International Growth Portfolio changed its name to Overseas Portfolio. Janus Aspen Series Worldwide Growth Portfolio changed its name to Worldwide Portfolio.
April 30, 2010	Goldman Sachs Variable Insurance Trust Growth and Income Fund changed its name to Large Cap Value Fund and Capital Growth Fund changed its name to Strategic Growth Fund. Legg Mason Partners Variable Equity Trust Legg Mason ClearBridge Variable Fundamental Value Portfolio changed its name to Legg Mason ClearBridge Variable Fundamental All Cap Value Portfolio and Legg Mason ClearBridge Variable Investors Portfolio changed its name to Legg Mason ClearBridge Variable Large Cap Value Portfolio.
June 3, 2010	The Universal Institutional Funds, Inc. Morgan Stanley UIF International Growth Equity Portfolio was merged with AIM Variable Insurance Funds (Invesco Variable Insurance Funds) Invesco Van Kampen V.I. International Growth Equity Fund.
January 7, 2011	ALPS Variable Insurance Trust AVS Listed Private Equity Portfolio was liquidated.

April 29, 2011	AIM Variable Insurance Funds (Invesco Variable Insurance Funds) Invesco Van Kampen V.I. International Growth Equity Fund was merged into Invesco V.I. International Growth Fund. The Universal Institutional Funds, Inc. Morgan Stanley UIF Capital Growth Portfolio was renamed Morgan Stanley UIF Growth Portfolio.
June 21, 2011	AllianceBernstein Variable Products Series Fund, Inc. Dynamic Asset Allocation Portfolio and Northern Lights Variable Trust TOPS™ Protected Balanced ETF Portfolio, TOPS™ Protected Moderate Growth ETF Portfolio and TOPS™ Protected Growth ETF Portfolio were added.
January 1, 2012	AIM Variable Insurance Funds (Invesco Variable Insurance Funds) Invesco V.I. Balanced-Risk Allocation Fund, Federated Insurance Series Federated Managed Volatility Fund II and Legg Mason Partners Variable Equity Trust Legg Mason Dynamic Multi-Strategy VIT Portfolio were added.
May 1, 2012	Goldman Sachs Variable Insurance Trust Goldman Sachs Global Markets Navigator Fund, Lazard Retirement Series, Inc. Lazard Retirement Multi-Asset Targeted Volatility Portfolio and PIMCO Variable Insurance Trust PIMCO Global Diversified Allocation Portfolio were added. Neuberger Berman Advisers Management Trust AMT Regency Portfolio changed its name to AMT Mid Cap Intrinsic Value Portfolio.
October 1, 2012	Janus Aspen Series Janus Aspen INTECH U.S. Low Volatility Portfolio was added.
February 20, 2013	Fidelity® Variable Insurance Products Fund Fidelity® VIP Target Volatility Portfolio was added.
May 1, 2013	Janus Aspen Series Worldwide Portfolio changed its name to Global Research Portfolio. Legg Mason Partners Equity Trust Legg Mason ClearBridge Variable Equity Income Builder Portfolio changed its name to ClearBridge Variable Equity Income Portfolio, Legg Mason ClearBridge Variable Fundamental All Cap Value Portfolio changed its name to ClearBridge Variable All Cap Value Portfolio and Legg Mason ClearBridge Variable Large Cap Value Portfolio changed its name to ClearBridge Variable Large Cap Value Portfolio.
November 1, 2013	Federated Insurance Series Federated Managed Tail Risk Fund II and PIMCO Variable Insurance Trust PIMCO Short-Term Portfolio were added.
December 20, 2013	Ohio National Fund Millennium Portfolio was reorganized into Ohio National Fund Small Cap Growth Portfolio. Ohio National Fund Target Equity/Income Portfolio was reorganized into Ohio National Fund Target VIP Portfolio. Ohio National Fund U.S. Equity Portfolio and Income Opportunity Portfolio were reorganized into Ohio National Fund Balanced Portfolio.
May 1, 2014	Franklin Templeton Variable Insurance Products Trust Flex Cap Growth Securities Fund Portfolio changed its name to Flex Cap Growth VIP Fund, Franklin Income Securities Fund changed its name to Franklin Income VIP Fund, Franklin Templeton VIP Founding Funds Allocation Funds changed its name to Franklin Founding Funds Allocation VIP Fund, and Templeton Foreign Securities Fund changed its name to Templeton Foreign VIP Fund. Goldman Sachs Variable Insurance Trust Structured U.S. Equity Fund changed its name to U.S. Equity Insights Fund. Lazard Retirement Series Lazard Retirement Multi-Asset Targeted Volatility Portfolio changed its name to Lazard Retirement Global Dynamic Multi-Asset Portfolio. Legg Mason Capital Management, LLC changed its name to ClearBridge, LLC. Ohio National Fund Risk Managed Balanced Portfolio was added.
December 5, 2014	Legg Mason Partners Variable Equity Trust ClearBridge Variable All Cap Value Portfolio reorganized into the ClearBridge Variable Large Cap Value Portfolio.
March 27, 2015	MFS® Variable Insurance Trust MFS® Investors Growth Stock Series reorganized into the MFS® Variable Insurance Trust II MFS® Massachusetts Investors Growth Stock Portfolio.
May 1, 2015	Goldman Sachs Variable Insurance Trust Goldman Sachs Global Markets Navigator Fund changed its name to Goldman Sachs Global Trends Allocation Fund. Legg Mason Partners Variable Equity Trust ClearBridge Variable Equity Income Portfolio changed its name to ClearBridge Variable Dividend Strategy Portfolio. AllianceBernstein Variable Product Series Fund, Inc. Dynamic Asset Allocation Portfolio changed its name to AB Variable Products Series Fund AB VPS Dynamic Asset Allocation Portfolio.
September 25, 2015	Ohio National Fund Capital Growth Portfolio changed its name to ClearBridge Small Cap Portfolio.

November 16, 2015	AB Variable Products Series Fund, Inc. AB VPS Global Risk Allocation-Moderate Portfolio, Franklin Templeton Variable Insurance Products Trust Franklin VolSmart Allocation VIP Fund, Janus Aspen Series Flexible Bond Portfolio, Legg Mason Partners Variable Income Trust Western Asset Core Plus VIT Portfolio and PIMCO Variable Insurance Trust PIMCO Low Duration Portfolio were added. Primary Shares of Federated Insurance Series Federated Managed Tail Risk Fund II were added for contracts applied for on or after November 16, 2015 and Service Shares were discontinued for such contracts. Class 3 Shares of Northern Lights Variable Trust TOPS® Managed Risk Balanced ETF Portfolio, TOPS® Managed Risk Moderate Growth ETF Portfolio and TOPS® Managed Risk Growth ETF Portfolio were added for contracts applied for on or after November 16, 2015 and Class 2 Shares were discontinued for such contracts.
February 26, 2016	Fidelity® Variable Insurance Products Fund Fidelity® VIP Government Money Market Portfolio (Service Class) was added and replaced Ohio National Fund Money Market Portfolio.
May 1, 2016	AB Variable Products Series Fund, Inc. AB VPS Growth & Income Portfolio and AB VPS Small Cap Growth Portfolio were added.
December 16, 2016	Ohio National Fund Target VIP Portfolio changed its name to S&P MidCap 400® Index Portfolio.
December 19, 2016	Ivy Funds Variable Insurance Portfolios changed its name to Ivy Variable Insurance Portfolios. Ivy Variable Insurance Portfolios Ivy Funds VIP Asset Strategy changed its name to Ivy VIP Asset Strategy. Ivy Variable Insurance Portfolios Ivy Funds VIP Global Natural Resources changed its name to Ivy VIP Global Natural Resources. Ivy Variable Insurance Portfolios Ivy Funds VIP Science and Technology changed its name to Ivy VIP Science and Technology.
March 3, 2017	Ohio National Fund ON Conservative Model Portfolio, ON Moderately Conservative Model Portfolio, ON Balanced Model Portfolio, ON Moderate Growth Model Portfolio and ON Growth Model Portfolio were added.
May 1, 2017	Ohio National Fund International Portfolio changed its name to ON International Equity Portfolio. Ohio National Fund International Small-Mid Company Portfolio changed its name to ON Foreign Portfolio. Ivy Variable Insurance Portfolios Ivy VIP Global Natural Resources changed its name to Ivy VIP Natural Resources. Janus Aspen Series Janus Portfolio changed its name to Research Portfolio. The Universal Institutional Funds, Inc. changed its name to Morgan Stanley Variable Insurance Fund, Inc. Morgan Stanley Variable Insurance Fund, Inc. Morgan Stanley UIF Core Plus Fixed Income Portfolio changed its name to Morgan Stanley VIF Core Plus Fixed Income Portfolio. Morgan Stanley Variable Insurance Fund, Inc. Morgan Stanley UIF Growth Portfolio changed its name to Morgan Stanley VIF Growth Portfolio. Morgan Stanley Variable Insurance Fund, Inc. Morgan Stanley UIF U.S. Real Estate Portfolio changed its name to Morgan Stanley VIF U.S. Real Estate Portfolio.
June 5, 2017	Janus Aspen Series Research Portfolio changed its name to Janus Henderson Research Portfolio. Janus Aspen Series Overseas Portfolio changed its name to Janus Henderson Overseas Portfolio. Janus Aspen Series Global Research Portfolio changed its name to Janus Henderson Global Research Portfolio. Janus Aspen Series Balanced Portfolio changed its name to Janus Henderson Balanced Portfolio. Janus Aspen Series Janus Aspen INTECH U.S. Low Volatility Portfolio changed its name to Janus Henderson U.S. Low Volatility Portfolio. Janus Aspen Series Flexible Bond Portfolio changed its name to Janus Henderson Flexible Bond Portfolio.
November 1, 2017	Federated Insurance Series Federated Managed Tail Risk Fund II discontinued for new contracts.

May 1, 2018	Ohio National Fund ClearBridge Small Cap Portfolio changed its name to ON ClearBridge Small Cap Portfolio. Ohio National Fund Equity Portfolio changed its name to ON Equity Portfolio. Ohio National Fund Strategic Value Portfolio changed its name to ON Federated Strategic Value Dividend Portfolio. Ohio National Fund High Income Bond Portfolio changed its name to ON Federated High Income Bond Portfolio. Ohio National Fund S&P MidCap 400® Index Portfolio changed its name to ON S&P MidCap 400® Index Portfolio. Ohio National Fund Nasdaq-100® Index Portfolio changed its name to ON Nasdaq-100® Index Portfolio. Ohio National Fund S&P 500® Index Portfolio changed its name to ON S&P 500® Index Portfolio. Ohio National Fund Balanced Portfolio changed its name to ON ICON Balanced Portfolio. Ohio National Fund Aggressive Growth Portfolio changed its name to ON Janus Henderson Forty Portfolio. Ohio National Fund Small Cap Growth Portfolio changed its name to ON Janus Henderson Venture Portfolio. Ohio National Fund Capital Appreciation Portfolio changed its name to ON Capital Appreciation Portfolio. Ohio National Fund Risk Managed Balanced Portfolio changed its name to ON Risk Managed Balanced Portfolio. Ohio National Fund Bristol Portfolio changed its name to ON Bristol Portfolio. Ohio National Fund Bristol Growth Portfolio changed its name to ON Bristol Growth Portfolio. Ohio National Fund Omni Portfolio changed its name to ON Omni Portfolio. Ohio National Fund Bryton Growth Portfolio changed its name to ON Bryton Growth Portfolio. Ohio National Fund Bond Portfolio changed its name to ON Bond Portfolio. Ohio National Fund Mid Cap Opportunity Portfolio changed its name to ON Janus Henderson Enterprise Portfolio.
August 17, 2018	Federated Insurance Series Federated Managed Tail Risk Fund II merged into Federated Insurance Series Federated Managed Volatility Fund II. Therefore, Federated Managed Tail Risk Fund II is no longer an available investment option.
December 3, 2018	PIMCO Variable Insurance Trust PIMCO Global Bond Portfolio (Unhedged) changed its name to PIMCO Global Bond Opportunities Portfolio (Unhedged).
December 3, 2018	Lazard Retirement Series, Inc. Lazard Retirement US Strategic Equity Portfolio changed its name to Lazard Retirement US Equity Select Portfolio.
May 1, 2019	Ohio National Fund ON Omni Portfolio changed its name to ON BlackRock Balanced Allocation Portfolio. Ohio National Fund ON Bristol Portfolio changed its name to ON BlackRock Advantage Large Cap Core Portfolio. Ohio National Fund ON Bristol Growth Portfolio changed its name to ON BlackRock Advantage Large Cap Growth Portfolio. Ohio National Fund ON Bryton Growth Portfolio changed its name to ON BlackRock Advantage Small Cap Growth Portfolio. Franklin Templeton Variable Insurance Products Trust Franklin Founding Funds Allocation VIP Fund changed its name to Franklin Allocation VIP Fund.

National Security

National Security is licensed to issue life insurance and annuities in 18 states and the District of Columbia. We were incorporated under the laws of the State of New York in 1973 as The Urbaine Life Reinsurance Company. In 1993, we were purchased by Security Life of Denver Insurance Company and our name was changed to First ING Life Insurance Company of New York. Our name was changed to National Security Life and Annuity Company on January 4, 2002, when we were purchased by SMON Holdings, Inc., a Delaware corporation which was owned jointly by Security Mutual Life Insurance Company of New York (“Security Mutual”) and The Ohio National Life Insurance Company (“Ohio National Life”). In March 2007, Ohio National Life and Security Mutual became direct owners of our stock after SMON Holdings, Inc. was dissolved, and Ohio National Life purchased additional shares of our stock from Security Mutual, increasing its ownership to over 80% of our outstanding stock. In December 2011, Ohio National Life purchased all of the shares owned by Security Mutual, thus becoming 100% owner of National Security. Ohio National Life is an Ohio domiciled life insurance company. Our home office is at 810 Seventh Avenue, New York, New York 10019. Our administrative office is at One Financial Way, Montgomery, Ohio 45242.

National Security and/or its affiliates may pay certain retail broker-dealers additional compensation or reimbursement for their efforts in selling our variable contracts. Reimbursements and additional compensation are paid for the purpose of, among other things, training the broker-dealers’ registered representatives regarding the procedures for submitting business to us, internally marketing our products to their registered representatives, educating registered representatives about the benefits and options available under the variable contracts and about the benefits of variable contracts generally. These additional amounts are paid from our profits, not deducted from the contract owners’ purchase payments.

Additionally, we may compensate some broker-dealers more than others for the sale of our products. This differential compensation may be based on several factors including, but not limited to, the size of the selling broker-dealer, the amount of previous business generated by the broker-dealer and the length of time National Security has contracted with the broker-dealer for the distribution of our contracts. As with reimbursements, these payments are not deducted from contract owners' purchase payments.

From time to time, National Security and/or its affiliates may also provide non-cash or cash compensation to certain financial institutions or their registered representatives in the form of occasional gifts, meals, tickets to events, educational conference support, special recognition support or other forms of non-cash and cash compensation as may be permitted by certain regulations applicable to broker-dealers.

We may credit additional amounts under our contracts for contracts sold to registered representatives (and their immediate families) of broker-dealers that have (i) a selling agreement with us and our principal underwriter to sell the contracts and (ii) approved the payment of the additional amount to their registered representatives. There will be no commissions paid on the sale of these contracts.

With the increased use of technologies such as the Internet, our business is potentially susceptible to operational, information security, and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events, which may include, theft, misuse, corruption or destruction of data, denial of service attacks on websites, and other operational disruptions to name a few. Cyber incidents can affect us, the underlying Funds, intermediaries, and other affiliated or third party service providers whose operations may impact your contract. While we have established business continuity plans in the event of, and risk management systems to prevent, such cyber incidents, there are inherent limitations in such plans and systems, including the possibility that certain risks have not been identified. There can be no assurance that we, the Funds or our service providers will avoid losses affecting your contract due to cyber-attacks or information security breaches in the future.

National Security Variable Account N

We established VAN on January 4, 2002 as a separate account for funding variable annuity contracts. Purchase payments for the variable annuity contracts are allocated to one or more subaccounts of VAN. Currently your allocation of Contract Value may be to no more than 18 of the available subaccounts. We reserve the right to limit your allocation of Contract Value to no more than 10 of the available subaccounts. You assume all of the investment risk for Contract Value allocated to the subaccounts. You may be subject to additional restrictions on allocations if you purchase certain optional riders. Please see "Investment Restrictions for Certain Optional Riders" for more information.

Income, gains and losses, whether or not realized, from assets allocated to VAN are credited to or charged against VAN without regard to our other income, gains or losses. The assets maintained in VAN will not be charged with any liabilities arising out of any of our other business. Nevertheless, all obligations arising under the contracts, including the commitment to make annuity payments, are our general corporate obligations. Accordingly, all our assets are available to meet our obligations under the contracts. Unlike assets in VAN or other separate accounts we have established, all of our other assets may be charged with any liabilities arising out of any of our other business.

Any guarantees under the contract that exceed your Contract Value, such as those associated with the guaranteed benefit rider options or the death benefit rider options, are paid from our general account (not the separate account). Therefore, any amounts that we may pay under the contract in excess of Contract Value are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. In the event of an insolvency or receivership, payments we make from our general account to satisfy claims under the contract would generally receive the same priority as our other policy holder obligations.

We reserve the right, within the law, to make additions, deletions and substitutions for the subaccounts and the portfolios available in the VAN. We may substitute shares of other portfolios for shares already purchased, or to be purchased in the future, under the contract. This substitution might occur if shares of one or more of the portfolios should become inappropriate for purposes of the contract, in the judgment of our management. The new portfolio may have higher fees and charges than the existing portfolio and not all portfolios may be available to all classes of contracts. Currently, we have no intention of substituting or deleting the portfolios; however, we reserve our right to do so in the future. No substitution or deletion will be made to the contract without prior notice to you and before any necessary orders of the SEC in accordance with the 1940 Act, and your prior approval if required by law.

We also reserve the right to establish additional subaccounts, each of which would invest in shares of an investment company, with a specified investment objective. We may also eliminate one or more subaccounts if, in our sole discretion, marketing, tax or investment conditions warrant. We will not eliminate a subaccount without prior notice to you and before any

necessary order of the SEC, and your prior approval if required by law. Not all subaccounts may be available to all classes of contracts.

If permitted by law, and with your prior approval if required by law, we may create new separate accounts; deregister the VAN under the 1940 Act in the event such registration is no longer required; manage the VAN under the direction of committee; or combine the VAN with one of our other separate accounts. Further, to the extent permitted by applicable law, we may transfer the assets of the VAN to another separate account.

VAN is registered as a unit investment trust under the Investment Company Act of 1940. The assets of the subaccounts of VAN are invested at net asset value in Fund shares. Values of other contracts not offered through this prospectus are also allocated to VAN, including some subaccounts that are not available for these contracts.

Investment Options

You may allocate your Contract Values to Funds or the Fixed Accumulation Account as described below. If you purchase certain optional riders, you may be subject to restrictions on allocations. Please see “Investment Restrictions for Certain Optional Riders” below.

Fixed Accumulation Account

The Fixed Accumulation Account guarantees a fixed return for a specified period of time and guarantees the principal against loss. We may also refer to the Fixed Accumulation Account as the Fixed Account. We reserve the right to not offer the Fixed Accumulation Account to new contracts in the future. The Fixed Accumulation Account is not registered as an investment company. Interests in it are not subject to the provisions or restrictions of federal securities laws. The staff of the Securities and Exchange Commission has not reviewed disclosures regarding it. We invest our general assets at our discretion as allowed by New York law.

The Fixed Accumulation Account consists of all of our general assets other than those allocated to a separate account. If the Fixed Accumulation Account is available on your contract, you may allocate purchase payments and Contract Value between the Fixed Accumulation Account and the Funds, subject to certain restrictions described below. There might be periods when we will not make the Fixed Accumulation Account available on new contracts.

The amount of investment income allocated to the contracts varies from year to year at our sole discretion. However, we guarantee that we will credit interest at a rate of not less than the minimum rate required by the applicable non-forfeiture law in the state where your contract was issued to Contract Values allocated to the Fixed Accumulation Account. We may credit interest at a rate in excess of the guaranteed minimum interest rate allowed by state law, but any such excess interest credit will be in our sole discretion.

We guarantee that, before annuity payments begin, the value of a contract in the Fixed Accumulation Account will never be less than:

- the amount of purchase payments allocated to, and transfers into, the Fixed Accumulation Account, plus
- interest credited at a rate declared by us for each year compounded annually, plus
- any additional excess interest we may credit to guaranteed values, minus
- any withdrawals and transfers from the guaranteed values, minus
- any surrender charge on withdrawals, state premium taxes, transfer fees, and the portion of the \$30 annual contract administration charge allocable to the Fixed Accumulation Account.

No deductions are made from the Fixed Accumulation Account for Account Expense Charges or Mortality and Expense Risk Charges. Insurance risk charges for optional benefit riders are taken pro rata from the Fixed Accumulation Account and variable subaccounts.

Other than pursuant to a DCA (scheduled transfer) or portfolio rebalancing program, we may restrict transfers of your Fixed Accumulation Account value during a contract year to not more than 20% of that value as of the beginning of a contract year (or \$1,000, if greater). As provided by state law, we may defer the payment of amounts to be withdrawn from the Fixed Accumulation Account for up to six months from the date we receive your written request for withdrawal.

The Funds

The Funds are mutual funds registered under the Investment Company Act 1940. Fund shares are sold only to insurance company separate accounts to fund variable annuity contracts and variable life insurance policies and, in some cases, to

qualified plans. The value of each Fund's investments fluctuates daily and is subject to the risk that Fund management may not anticipate or make changes necessary in the investments to meet changes in economic conditions.

The Funds receive investment advice from their investment advisers. The Funds pay each of the investment advisers a fee as shown in the prospectus for each Fund. In some cases, the investment adviser pays part of its fee to a subadviser.

Ohio National Life and our affiliates may receive payments from the underlying Portfolios, their advisers, subadvisers, distributors, or affiliates thereof, in connection with certain administrative, marketing and other support services provided by us and expenses incurred in offering and selling our variable annuity products. While only certain types of payments are made in connection with your particular contract, all such payments may influence decisions made by Ohio National Life and our affiliates regarding products we offer, including your contract.

Ohio National Life receives Rule 12b-1 fees which compensate our affiliate, Ohio National Equities, Inc. for distribution and administrative services (including recordkeeping services and mailing prospectuses and reports to contract owners invested in the Portfolios). These fees are paid by the underlying Portfolio out of each Portfolio's assets and are therefore borne by contract owners. We also receive "revenue sharing" payments from advisers of the underlying Portfolios or their affiliates (not the Portfolios), which compensate us for administrative services. The maximum combined 12b-1 fees and revenue sharing payments we receive with respect to a Portfolio are equal to an annual rate of 0.55% of the average assets allocated to the Portfolio under the contract.

Some of the Funds are structured as a "Fund of Funds." A Fund of Funds is a mutual fund that invests primarily in a portfolio of other mutual funds. Because a Fund of Funds invests in other mutual funds rather than individual securities, the Fund of Funds bears a proportionate share of expenses charged by the underlying funds in which it invests. Therefore, a Fund of Funds may have higher expenses than direct investments in the underlying Funds. You should read the Fund prospectuses carefully for more information.

For additional information concerning the Funds, including their fees, expenses and investment objectives, see the Fund prospectuses. Read them carefully before investing. They may contain information about other funds that are not available as investment options for these contracts. You cannot be sure that any Fund will achieve its stated objectives and policies. **For a free copy of the Fund prospectuses, call 877.446.6020.**

Periodically some of the Funds may be closed to future allocation of purchase payments. This may be at the request of the Fund or based on a decision made by us. Advance written notice will be given to contract owners prior to any such closure.

The investment policies, objectives and/or names of some of the Funds may be similar to those of other investment companies managed by the same investment adviser or subadviser. However, similar funds often do not have comparable investment performance. The investment results of the Funds may be higher or lower than those of the other funds.

We reserve the right, within the law, to make additions, deletions and substitutions for the subaccounts and the portfolios available in the VAN. We may substitute shares of other portfolios for shares already purchased, or to be purchased in the future, under the contract. This substitution might occur if shares of one or more of the portfolios should become inappropriate for purposes of the contract, in the judgment of our management. The new portfolio may have higher fees and charges than the existing portfolio and not all portfolios may be available to all classes of contracts. Currently, we have no intention of substituting or deleting the portfolios; however, we reserve our right to do so in the future. No substitution or deletion will be made to the contract without prior notice to you and before any necessary orders of the SEC in accordance with the 1940 Act, and your prior approval if required by law.

We also reserve the right to establish additional subaccounts, each of which would invest in shares of an investment company, with a specified investment objective. We may also eliminate one or more subaccounts if, in our sole discretion, marketing, tax or investment conditions warrant. We will not eliminate a subaccount without prior notice to you and before any necessary order of the SEC, and your prior approval if required by law. Not all subaccounts may be available to all classes of contracts.

If permitted by law, and with your prior approval if required by law, we may create new separate accounts; deregister the VAN under the 1940 Act in the event such registration is no longer required; manage the VAN under the direction of committee; or combine the VAN with one of our other separate accounts. Further, to the extent permitted by applicable law, we may transfer the assets of the VAN to another separate account.

Available Funds

The investment adviser for Ohio National Fund, Inc. is its affiliate, Ohio National Investments, Inc. Subadvisers for certain portfolios are shown below in parentheses.

Ohio National Fund, Inc.

	Investment Adviser (Subadviser)
ON Conservative Model Portfolio ⁽¹⁾	Ohio National Investments, Inc.
ON Moderately Conservative Model Portfolio ⁽¹⁾	Ohio National Investments, Inc.
ON Balanced Model Portfolio ⁽¹⁾	Ohio National Investments, Inc.
ON Moderate Growth Model Portfolio ⁽¹⁾	Ohio National Investments, Inc.
ON Growth Model Portfolio ⁽¹⁾	Ohio National Investments, Inc.
ON Equity Portfolio	(BlackRock Investment Management, LLC)
ON Bond Portfolio	Ohio National Investments, Inc.
ON BlackRock Balanced Allocation Portfolio	(BlackRock Investment Management, LLC)
ON S&P 500® Index Portfolio	(Geode Capital Management, LLC)
ON International Equity Portfolio	(Lazard Asset Management LLC)
ON Foreign Portfolio	(Templeton Global Advisors Limited)
ON Capital Appreciation Portfolio	(Jennison Associates LLC)
ON Janus Henderson Forty Portfolio (domestic/foreign equity securities)	(Janus Capital Management LLC)
ON Janus Henderson Enterprise Portfolio (mid cap equity securities)	(Janus Capital Management LLC)
ON ClearBridge Small Cap Portfolio	(ClearBridge Investments, LLC)
ON Federated High Income Bond Portfolio	(Federated Investment Management Company)
ON Federated Strategic Value Dividend Portfolio	(Federated Equity Management Company of Pennsylvania)
ON Janus Henderson Venture Portfolio (small cap stocks)	(Janus Capital Management LLC)
ON Nasdaq-100® Index Portfolio	(Geode Capital Management, LLC)
ON BlackRock Advantage Large Cap Core Portfolio	(BlackRock Investment Management, LLC)
ON BlackRock Advantage Small Cap Growth Portfolio	(BlackRock Investment Management, LLC)
ON ICON Balanced Portfolio	(ICON Advisers, Inc.)
ON S&P MidCap 400® Index Portfolio	(Geode Capital Management, LLC)
ON BlackRock Advantage Large Cap Growth Portfolio	(BlackRock Investment Management, LLC)
ON Risk Managed Balanced Portfolio	(Janus Capital Management LLC; AnchorPath Financial, LLC)

AIM Variable Insurance Funds (Invesco Variable Insurance Funds) (Series II)

Invesco V.I. International Growth Fund	Invesco Advisers, Inc.
Invesco V.I. Balanced-Risk Allocation Fund	Invesco Advisers, Inc.

AB Variable Products Series Fund, Inc. (Class B)

AB VPS Dynamic Asset Allocation Portfolio ⁽¹⁾	AllianceBernstein L.P.
AB VPS Global Risk Allocation-Moderate Portfolio	AllianceBernstein L.P.
AB VPS Growth & Income Portfolio	AllianceBernstein L.P.
AB VPS Small Cap Growth Portfolio	AllianceBernstein L.P.

Dreyfus Variable Investment Fund (Service Shares)

Appreciation Portfolio	(Fayez Sarofim & Co.)
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Federated Insurance Series

Federated Kaufmann Fund II (multi cap growth)(Service Shares)	(Federated Global Investment Management Corp.)
Federated Managed Volatility Fund II (Primary Shares)	Federated Global Investment Management Corp., Federated Investment Management Company and Federated Equity Management Company of Pennsylvania

Fidelity® Variable Insurance Products

Fidelity® VIP Contrafund® Portfolio (a value fund)(Service Class 2)	Fidelity Management & Research Company
Fidelity® VIP Mid Cap Portfolio (Service Class 2)	Fidelity Management & Research Company
Fidelity® VIP Growth Portfolio (Service Class 2)	Fidelity Management & Research Company
Fidelity® VIP Government Money Market Portfolio (Service Class)	(Fidelity Investments Money Management, Inc.)
Fidelity® VIP Equity-Income Portfolio (Service Class 2)	Fidelity Management & Research Company
Fidelity® VIP Real Estate Portfolio (Service Class 2)	Fidelity SelectCo, LLC
Fidelity® VIP Target Volatility Portfolio (Service Class 2) ⁽¹⁾	Fidelity Management & Research Company

Franklin Templeton Variable Insurance Products Trust

Franklin Income VIP Fund (Class 4) ⁽²⁾	Franklin Advisers, Inc.
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Franklin Flex Cap Growth VIP Fund (Class 4)⁽²⁾
Templeton Foreign VIP Fund (Class 4)⁽²⁾
Franklin Allocation VIP Fund (Class 4)⁽¹⁾
Franklin VolSmart Allocation VIP Fund (Class 5)

Franklin Advisers, Inc.
Templeton Investment Counsel, LLC
Franklin Advisers, Inc.
Franklin Advisers, Inc.

Goldman Sachs Variable Insurance Trust

Goldman Sachs Large Cap Value Fund (Service Shares)⁽³⁾
Goldman Sachs U.S. Equity Insights Fund (Service Shares)⁽³⁾
Goldman Sachs Strategic Growth Fund (Service Shares)⁽³⁾
Goldman Sachs Global Trends Allocation Fund (Service Shares)

Goldman Sachs Asset Management, L.P.
Goldman Sachs Asset Management, L.P.
Goldman Sachs Asset Management, L.P.
Goldman Sachs Asset Management, L.P.

Ivy Variable Insurance Portfolios (Class II)

Ivy VIP Asset Strategy
Ivy VIP Natural Resources
Ivy VIP Science and Technology

Ivy Investment Management Company
Ivy Investment Management Company
Ivy Investment Management Company

Janus Aspen Series (Service Shares)

Janus Henderson Research Portfolio
Janus Henderson Overseas Portfolio
Janus Henderson Global Research Portfolio
Janus Henderson Balanced Portfolio
Janus Henderson U.S. Low Volatility Portfolio
Janus Henderson Flexible Bond Portfolio

Janus Capital Management LLC
Janus Capital Management LLC
Janus Capital Management LLC
Janus Capital Management LLC
(Intech Investment Management LLC)
Janus Capital Management LLC

JPMorgan Insurance Trust (Class I)

JPMorgan Insurance Trust Mid Cap Value Portfolio
JPMorgan Insurance Trust Small Cap Core Portfolio

J.P. Morgan Investment Management Inc.
J.P. Morgan Investment Management Inc.

Lazard Retirement Series, Inc. (Service Shares)

Lazard Retirement US Small-Mid Cap Equity Portfolio
Lazard Retirement Emerging Markets Equity Portfolio
Lazard Retirement International Equity Portfolio
Lazard Retirement US Equity Select Portfolio
Lazard Retirement Global Dynamic Multi-Asset Portfolio

Lazard Asset Management LLC
Lazard Asset Management LLC
Lazard Asset Management LLC
Lazard Asset Management LLC
Lazard Asset Management LLC

Legg Mason Partners Variable Equity Trust (Class I Shares)

ClearBridge Variable Dividend Strategy Portfolio
ClearBridge Variable Large Cap Value Portfolio
QS Legg Mason Dynamic Multi-Strategy VIT Portfolio⁽¹⁾

(ClearBridge Investments, LLC)
(ClearBridge Investments, LLC)
(QS Investors, LLC and Western Asset Management Company, LLC)

Legg Mason Partners Variable Income Trust (Class II Shares)

Western Asset Core Plus VIT Portfolio

(Western Asset Management Company, LLC, Western Asset Management Company Limited, Western Asset Management Company Ltd., Western Asset Management Company Pte Ltd.)

MFS® Variable Insurance Trust (Service Class)

MFS® Mid Cap Growth Series
MFS® New Discovery Series (small cap growth)
MFS® Total Return Series

Massachusetts Financial Services Company
Massachusetts Financial Services Company
Massachusetts Financial Services Company

MFS® Variable Insurance Trust II (Service Class)

MFS® Massachusetts Investors Growth Stock Portfolio

Massachusetts Financial Services Company

Morgan Stanley Variable Insurance Fund, Inc. (Class II)

Morgan Stanley VIF Core Plus Fixed Income Portfolio (an income fund)	Morgan Stanley Investment Management Inc.
Morgan Stanley VIF U.S. Real Estate Portfolio	Morgan Stanley Investment Management Inc.
Morgan Stanley VIF Growth Portfolio	Morgan Stanley Investment Management Inc.

Neuberger Berman Advisers Management Trust (S Class Shares)

AMT Mid Cap Intrinsic Value Portfolio	Neuberger Berman Investment Advisers LLC
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Northern Lights Variable Trust (Class 3 Shares)⁽⁴⁾

TOPS® Managed Risk Balanced ETF Portfolio ⁽¹⁾	(Milliman Financial Risk Management LLC)
TOPS® Managed Risk Moderate Growth ETF Portfolio ⁽¹⁾	(Milliman Financial Risk Management LLC)
TOPS® Managed Risk Growth ETF Portfolio ⁽¹⁾	(Milliman Financial Risk Management LLC)

PIMCO Variable Insurance Trust (Administrative Share Class)

PIMCO Real Return Portfolio	Pacific Investment Management Company LLC
PIMCO Total Return Portfolio	Pacific Investment Management Company LLC
PIMCO Global Bond Opportunities Portfolio (Unhedged)	Pacific Investment Management Company LLC
PIMCO CommodityRealReturn® Strategy Portfolio	Pacific Investment Management Company LLC
PIMCO Global Diversified Allocation Portfolio ⁽¹⁾	Pacific Investment Management Company LLC
PIMCO Short-Term Portfolio	Pacific Investment Management Company LLC
PIMCO Low Duration Portfolio	Pacific Investment Management Company LLC

The Prudential Series Fund, Inc. (Class II Shares)

Jennison Portfolio (a growth stock fund)	(Jennison Associates LLC)
Jennison 20/20 Focus Portfolio (a value and growth fund)	(Jennison Associates LLC)

Royce Capital Fund (Investment Class Shares)

Royce Small-Cap Portfolio	Royce & Associates, LLC
Royce Micro-Cap Portfolio	Royce & Associates, LLC

(1) This fund is structured as a “Fund of Funds.” Because a Fund of Funds invests in other mutual funds and bears a proportionate share of expenses charged by the underlying funds, it may have higher expenses than direct investments in the underlying funds.

(2) Class 4 for contracts applied for on or after May 1, 2008. Class 2 for contracts applied for before May 1, 2008.

(3) Service Shares for contracts applied for on or after May 1, 2008. Institutional Shares for contracts applied for before May 1, 2008.

(4) Class 3 Shares for contracts applied for on or after November 16, 2015. Class 2 Shares for contracts applied for before November 16, 2015.

Investment Restrictions for Certain Optional Riders

Beginning May 1, 2017, for any GLWB or GPP (2012) riders applied for on or after October 1, 2012, your purchase payments and Contract Value must be allocated in accordance with the restrictions specified below. The revised investment restrictions will apply to new purchases of one of these riders, future purchase payments and transfer requests. If you purchased one of these riders prior to May 1, 2017 and you do not make any additional purchase payments or transfer requests after the change in investment restrictions, the revised investment restrictions will not apply to you. The Fixed Accumulation Account is not an available investment option with any GLWB or GPP (2012). Your purchase payments and Contract Value must be allocated in compliance with the restrictions specified below:

- (1) at least 25% must be allocated to investment options included in Category 1; provided, however, that you may not allocate more than 50% of your total purchase payments or Contract Value to any one investment option within Category 1; and
- (2) no more than 75% may be allocated to investment options included in Category 2; provided, however, that you may not allocate more than 25% of your total purchase payments or Contract Value to any one investment option within Category 2.

The investment options available in each Category for any GLWB or GPP (2012) riders applied for on or after October 1, 2012 are:

INVESTMENT OPTIONS

<p>CATEGORY 1 Ohio National Fund, Inc. ON Risk Managed Balanced Portfolio</p> <p>AB Variable Product Series Fund, Inc. AB VPS Global Risk Allocation-Moderate Portfolio</p> <p>Franklin Templeton Variable Insurance Products Trust Franklin VolSmart Allocation VIP Fund</p>	<p>Legg Mason Partners Variable Equity Trust QS Legg Mason Dynamic Multi-Strategy VIT Portfolio</p> <p>Northern Lights Variable Trust TOPS® Managed Risk Balanced ETF Portfolio TOPS® Managed Risk Moderate Growth ETF Portfolio</p> <p>PIMCO Variable Insurance Trust PIMCO Global Diversified Allocation Portfolio</p>
<p>CATEGORY 2 Ohio National Fund, Inc. ON ICON Balanced Portfolio ON Balanced Model Portfolio</p> <p>AIM Variable Insurance Funds (Invesco Variable Insurance Funds) Invesco V.I. Balanced-Risk Allocation Fund</p> <p>AB Variable Products Series Fund, Inc. AB VPS Dynamic Asset Allocation Portfolio</p> <p>Federated Insurance Series Federated Managed Volatility Fund II</p> <p>Fidelity® Variable Insurance Products Fidelity® VIP Target Volatility Portfolio</p>	<p>Goldman Sachs Variable Insurance Trust Goldman Sachs Global Trends Allocation Fund</p> <p>Janus Aspen Series Janus Henderson U.S. Low Volatility Portfolio Janus Henderson Balanced Portfolio</p> <p>Lazard Retirement Series, Inc. Lazard Retirement Global Dynamic Multi-Asset Portfolio</p> <p>MFS® Variable Insurance Trust MFS® Total Return Series</p> <p>Northern Lights Variable Trust TOPS® Managed Risk Growth ETF Portfolio</p>

Beginning March 3, 2017, if you applied for the GLWB Plus, Joint GLWB Plus or GPP (2012) rider before October 1, 2012, your purchase payments and Contract Value must be allocated in accordance with the restrictions specified below. The revised investment restrictions will apply to future purchase payments and transfer requests. If you do not make any additional purchase payments or transfer requests after the change in investment restrictions, the new investment restrictions will not apply to you. The Fixed Accumulation Account is not an available investment option with the GLWB Plus, Joint GLWB Plus or GPP (2012). Your purchase payments and Contract Value must be allocated in compliance with the restrictions specified below:

- (1) at least 50% must be allocated to investment options included in Category 1; provided, however, that you may not allocate more than 50% of your total purchase payments or Contract Value to any one investment option within Category 1; and
- (2) no more than 50% may be allocated to investment options included in Category 2; provided, however, that you may not allocate more than 25% of your total purchase payments or Contract Value to any one investment option within Category 2.

The investment options available in each Category if you applied for the GLWB Plus, Joint GLWB Plus or GPP (2012) before October 1, 2012 are:

INVESTMENT OPTIONS

<p>CATEGORY 1 AB Variable Product Series Fund, Inc. AB VPS Global Risk Allocation-Moderate Portfolio</p> <p>Franklin Templeton Variable Insurance Products Trust Franklin VolSmart Allocation VIP Fund</p>	<p>Legg Mason Partners Variable Equity Trust QS Legg Mason Dynamic Multi-Strategy VIT Portfolio</p> <p>Northern Lights Variable Trust TOPS® Managed Risk Balanced ETF Portfolio TOPS® Managed Risk Moderate Growth ETF Portfolio TOPS® Managed Risk Growth ETF Portfolio</p> <p>PIMCO Variable Insurance Trust PIMCO Global Diversified Allocation Portfolio</p>
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CATEGORY 2 Ohio National Fund, Inc.
 ON ICON Balanced Portfolio
 ON Risk Managed Balanced Portfolio
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)
 Invesco V.I. Balanced-Risk Allocation Fund
AB Variable Products Series Fund, Inc.
 AB VPS Dynamic Asset Allocation Portfolio
Federated Insurance Series
 Federated Managed Volatility Fund II

Fidelity® Variable Insurance Products
 Fidelity® VIP Target Volatility Portfolio
Goldman Sachs Variable Insurance Trust
 Goldman Sachs Global Trends Allocation Fund
Janus Aspen Series
 Janus Henderson U.S. Low Volatility Portfolio
Lazard Retirement Series, Inc.
 Lazard Retirement Global Dynamic Multi-Asset Portfolio

Beginning March 3, 2017, if you selected the GMIB Plus with Annual Reset (2009) rider, your purchase payments and Contract Value must be allocated in accordance with the restrictions specified below. The revised investment restrictions will apply to future purchase payments and transfer requests. If you do not make any additional purchase payments or transfer requests after the change in investment restrictions, the new investment restrictions will not apply to you.

- (1) Some or all of your purchase payments or Contract Value may be allocated to the Fixed Accumulation Account, if available. See “Fixed Accumulation Account” for more details.
- (2) Any portion of your purchase payments or Contract Value that is not allocated to the Fixed Accumulation Account must be allocated in compliance with either (a) or (b):
 - (a) 100% must be allocated to one of the following portfolios: ON Moderately Conservative Model Portfolio, ON Balanced Model Portfolio or ON Moderate Growth Model Portfolio.
 or
 - (b)
 - (i) at least 30% must, but no more than 60% may, be allocated to investment options included in Category 1;
 - (ii) no more than 70% may be allocated to investment options included in Category 2;
 - (iii) no more than 25% may be allocated to investment options included in Category 3; and
 - (iv) no more than 15% may be allocated to investment options included in Category 4.

The investment options available for the GMIB Plus with Annual Reset (2009) in each Category are:

INVESTMENT OPTIONS

CATEGORY 1 Ohio National Fund, Inc.
 ON Bond Portfolio
Fidelity® Variable Insurance Products
 Fidelity® VIP Government Money Market Portfolio
Janus Aspen Series
 Janus Henderson Flexible Bond Portfolio
Legg Mason Partners Variable Income Trust
 Western Asset Core Plus VIT Portfolio

PIMCO Variable Insurance Trust
 PIMCO Real Return Portfolio
 PIMCO Total Return Portfolio
 PIMCO Short-Term Portfolio
 PIMCO Low Duration Portfolio
Morgan Stanley Variable Insurance Fund, Inc.
 Morgan Stanley VIF Core Plus Fixed Income Portfolio

CATEGORY 2 Ohio National Fund, Inc.

ON Equity Portfolio
 ON BlackRock Balanced Allocation Portfolio
 ON S&P 500® Index Portfolio
 ON Federated Strategic Value Dividend Portfolio
 ON Nasdaq-100® Index Portfolio
 ON BlackRock Advantage Large Cap Core Portfolio
 ON BlackRock Advantage Large Cap Growth Portfolio
 ON ICON Balanced Portfolio
 ON S&P MidCap 400® Index Portfolio
 ON Risk Managed Balanced Portfolio

AIM Variable Insurance Funds (Invesco Variable Insurance Funds)

Invesco V.I. Balanced-Risk Allocation Fund

AB Variable Products Series Fund, Inc.

AB VPS Dynamic Asset Allocation Portfolio
 AB VPS Global Risk Allocation-Moderate Portfolio
 AB VPS Growth & Income Portfolio

Dreyfus Variable Investment Fund

Appreciation Portfolio

Federated Insurance Series

Federated Managed Volatility Fund II

Fidelity® Variable Insurance Products

Fidelity® VIP Contrafund® Portfolio
 Fidelity® VIP Growth Portfolio
 Fidelity® VIP Equity-Income Portfolio
 Fidelity® VIP Target Volatility Portfolio

Franklin Templeton Variable Insurance Products Trust

Franklin Income VIP Fund
 Franklin Flex Cap Growth VIP Fund
 Franklin Allocation VIP Fund
 Templeton Foreign VIP Fund
 Franklin VolSmart Allocation VIP Fund

Goldman Sachs Variable Insurance Trust

Goldman Sachs Large Cap Value Fund
 Goldman Sachs U.S. Equity Insights Fund
 Goldman Sachs Strategic Growth Fund
 Goldman Sachs Global Trends Allocation Fund

Ivy Variable Insurance Portfolios

Ivy VIP Asset Strategy

Janus Aspen Series

Janus Henderson Research Portfolio
 Janus Henderson Balanced Portfolio
 Janus Henderson U.S. Low Volatility Portfolio

Lazard Retirement Series, Inc.

Lazard Retirement US Equity Select Portfolio
 Lazard Retirement Global Dynamic Multi-Asset Portfolio

Legg Mason Partners Variable Equity Trust

ClearBridge Variable Dividend Strategy Portfolio
 ClearBridge Variable Large Cap Value Portfolio
 QS Legg Mason Dynamic Multi-Strategy VIT Portfolio

MFS® Variable Insurance Trust

MFS® Total Return Series

MFS® Variable Insurance Trust II

MFS® Massachusetts Investors Growth Stock Portfolio

Northern Lights Variable Trust

TOPS® Managed Risk Balanced ETF Portfolio
 TOPS® Managed Risk Moderate Growth ETF Portfolio
 TOPS® Managed Risk Growth ETF Portfolio

PIMCO Variable Insurance Trust

PIMCO Global Bond Opportunities Portfolio (Unhedged)
 PIMCO Global Diversified Allocation Portfolio

The Prudential Series Fund, Inc.

Jennison Portfolio
 Jennison 20/20 Focus Portfolio

Morgan Stanley Variable Insurance Fund, Inc.

Morgan Stanley VIF Growth Portfolio

CATEGORY 3 Ohio National Fund, Inc.

ON International Equity Portfolio
 ON Janus Henderson Forty Portfolio
 ON Federated High Income Bond Portfolio
 ON Capital Appreciation Portfolio
 ON Janus Henderson Enterprise Portfolio

AIM Variable Insurance Funds (Invesco Variable Insurance Funds)

Invesco V.I. International Growth Fund

Federated Insurance Series

Federated Kaufmann Fund II

Fidelity® Variable Insurance Products

Fidelity® VIP Mid Cap Portfolio

JPMorgan Insurance Trust

JPMorgan Insurance Trust Mid Cap Value Portfolio

Janus Aspen Series

Janus Henderson Overseas Portfolio
 Janus Henderson Global Research Portfolio

Lazard Retirement Series, Inc.

Lazard Retirement International Equity Portfolio

MFS® Variable Insurance Trust

MFS® Mid Cap Growth Series

Neuberger Berman Advisers Management Trust

AMT Mid Cap Intrinsic Value Portfolio

CATEGORY 4 Ohio National Fund, Inc.

ON Foreign Portfolio
ON ClearBridge Small Cap Portfolio
ON Janus Henderson Venture Portfolio
ON BlackRock Advantage Small Cap Growth Portfolio

AB Variable Products Series Fund, Inc.
AB VPS Small Cap Growth Portfolio

Fidelity® Variable Insurance Products
Fidelity® VIP Real Estate Portfolio

Ivy Variable Insurance Portfolios
Ivy VIP Natural Resources
Ivy VIP Science and Technology

JPMorgan Insurance Trust
JPMorgan Insurance Trust Small Cap Core Portfolio

Lazard Retirement Series, Inc.

Lazard Retirement US Small-Mid Cap Equity Portfolio
Lazard Retirement Emerging Markets Equity Portfolio

MFS® Variable Insurance Trust
MFS® New Discovery Series

PIMCO Variable Insurance Trust
PIMCO CommodityRealReturn® Strategy Portfolio

Royce Capital Fund
Royce Micro-Cap Portfolio
Royce Small-Cap Portfolio

Morgan Stanley Variable Insurance Fund, Inc.
Morgan Stanley VIF U.S. Real Estate Portfolio

Additional information

With the GMIB Plus with Annual Reset (2009), you may allocate purchase payments to the Fixed Accumulation Account as part of a dollar-cost averaging (“DCA”) program, including the Enhanced DCA, and transfer amounts out of the dollar cost averaging account (“DCA Account”) in accordance with the restrictions described above. With the GPP (2012) or any GLWB, you may allocate purchase payments to the Enhanced DCA account as part of a DCA program and transfer amounts out of the Enhanced DCA account in accordance with the restrictions. You may not establish a DCA program with scheduled transfers from a Fund and comply with these restrictions. See “Scheduled Transfers (Dollar Cost Averaging)” for more details about dollar cost averaging.

Strategies of Certain Funds. As described above, if you have any GLWB Plus or GPP (2012) rider, you may only allocate your purchase payments and Contract Value to a limited subset of the investment options that are available under the contract if you did not have one of these riders. The Funds available with these riders, including certain that are advised by an affiliate of ours, employ risk management strategies that are intended to manage the Fund’s volatility or reduce downside exposure of the Fund during significant market downturns. During rising markets, these strategies may result in your Contract Value rising less than would have been the case if you had been invested in a Fund without these risk management strategies. If you allocate your Contract Value to these Funds, your Contract Value may, however, decrease less in a declining market than would have been the case if you had been invested in Funds without these strategies.

Limiting downside exposure and reducing volatility of these Funds may have the effect of mitigating the financial risks to which we are subjected by providing the guaranteed benefits under the riders. If these strategies are successful in limiting downside exposure and reducing volatility, we expect to benefit from a reduction of the risks arising from our guarantee obligations, to reduce our costs to purchase hedge investments to manage the risks of our guarantee obligations, and to reduce our regulatory capital requirements associated with our guarantee obligations. Our interest in reducing loss and the volatility of Contract Values may be deemed to present a potential conflict of interest with respect to the interest of contractowners. Additionally, these risk management strategies may also suppress the value of your guaranteed rider benefit that is eligible for periodic benefit step-ups or resets because your benefit base is available for step-ups or resets only when your Contract Value is higher than your benefit base.

These Funds are also available investment options under the contract with other riders or without any riders. For more information about the Funds and the investment strategies they employ, please refer to the Funds' current prospectuses. For a free copy of the Fund prospectuses, call 888.925.6446.

Transfers. Any transfer request or change in allocation or rebalance instructions must comply with the applicable investment restrictions. Any transfer request from one Category to another must result in an allocation that continues to meet the investment restrictions. If you make a transfer within a Category, you will still be deemed to have met the investment restrictions, even if your Contract Value has increased beyond the percentage limit. **Please note that a transfer request will not update your purchase payment allocation or rebalance instructions.** You must provide us separate instructions to change your purchase payment allocation or rebalance instructions.

Classifications. We have classified investment options into the above Categories based on the fund’s characteristics and our determination of their risk. If a new investment choice is added to your contract, we will determine which of the above Categories, if any, it will be placed in. We may reassess our determination of risk based on characteristics such as investment objective, strategy or holdings and may change the classification of any investment option in the individual Categories with

advance written notice to you. We may limit the availability of any asset allocation Model Portfolio or any investment option under the riders. We may apply any changes to future purchase payments and transfer requests. Any such changes to transfer requests will not apply to transfers out of the Enhanced DCA account. If an existing investment option becomes unavailable for the allocation of future purchase payments and you wish to make additional purchase payments, you will need to provide us updated allocation instructions that comply with the restrictions described above in this section. If a change in classification applies to future transfer requests, any transfer request you make must comply with the new investment restrictions. If you do not make any additional purchase payments or transfer requests after a change in classification, the new investment restrictions will not apply to you. **If you fail to provide us with new instructions as described and your allocation of purchase payments or Contract Value violates the investment restrictions, your rider will be terminated.**

Rebalancing. If you are required to or choose to allocate your purchase payments to individual investment options described above in this section, you must provide us with rebalance allocation instructions that comply with the Fund Category and percentage limitations described above for your rider. On each three-month anniversary of the date the applicable rider was added, we will rebalance your Contract Value in accordance with your rebalance instructions.

Termination. You will not violate the investment restrictions simply because your Contract Value in the Categories increases or decreases above or below the specified limits. You will violate the investment restrictions if you allocate purchase payments or Contract Value in a manner not specified above.

- **If you have purchased the GMIB Plus with Annual Reset (2009), your rider will be terminated if you violate the restrictions. Furthermore, if you have also purchased the ARDBR (2009), it will be terminated.**
- **If you have purchased the GLWB Plus, your rider will be terminated if you violate the restrictions. Furthermore if you have the Premium Protection death benefit rider, Premium Protection Plus death benefit rider, the deferral credit rider or the 8-year guaranteed principal protection rider, it will also be terminated.**
- **If you have purchased the Joint GLWB Plus, your rider will be terminated if you violate the restrictions. Furthermore if you have the Joint Premium Protection death benefit rider, Joint Premium Protection Plus death benefit rider, the deferral credit rider or the 8-year guaranteed principal protection rider, it will also be terminated.**
- **If you have purchased the GPP (2012), your rider will be terminated if you violate the restrictions.**

If one of these riders is terminated, a prorated annual rider charge will apply. Please see "Optional Death Benefit Riders," "Optional Guaranteed Minimum Income Benefit (GMIB) Riders," "Optional Guaranteed Lifetime Withdrawal Benefit ('GLWB') Riders" and "Optional Guaranteed Principal Protection ('GPP') for details.

Mixed and Shared Funding

In addition to being offered to VAN, Fund shares are offered to Variable Account L, our separate account for variable life insurance contracts and to other insurance company separate accounts and qualified plans. It is conceivable that in the future it may become disadvantageous for one or more of variable life and variable annuity separate accounts, or separate accounts of other life insurance companies, and qualified plans to invest in Fund shares. Although neither we nor any of the Funds currently foresee any such disadvantage, the Board of Directors or Trustees of each Fund will monitor events to identify any material conflict among different types of owners and to determine if any action should be taken. That could possibly include the withdrawal of VAN's participation in a Fund. Material conflicts could result from such things as:

- changes in state insurance law;
- changes in federal income tax law;
- changes in the investment management of any Fund; or
- differences in voting instructions given by different types of owners.

Voting Rights

We will vote Fund shares held in VAN at Fund shareholders meetings in accordance with voting instructions received from contract owners. We will determine the number of Fund shares for which you are entitled to give instructions as described below. This determination will be within 90 days before the shareholders meeting. Proxy material and forms for giving voting instructions will be distributed to each owner. We will vote Fund shares held in VAN, for which no timely instructions are received, in proportion to the instructions that we do receive. There is no minimum number of contract owners required to form a quorum. As a result, a small number of contract owners may determine the outcome of a vote submitted to the Fund by VAN.

Until annuity payments begin, the number of Fund shares for which you may instruct us is determined by dividing your Contract Value in each Fund by the net asset value of a share of that Fund as of the same date. After annuity payments begin, the number of Fund shares for which you may instruct us is determined by dividing the actuarial liability for your variable annuity by the net asset value of a Fund share as of the same date. Generally, the number of shares tends to decrease as annuity payments progress.

Changes in Your Contract

Changes in Applicable Law

We reserve the right to change your contract without your consent in order to comply with any laws and regulations that apply, including but not limited to, changes in the Internal Revenue Code, Treasury Regulations or in published rulings of the Internal Revenue Service and in Department of Labor regulations.

Any change in your contract must be in writing and made by the President, a Vice President or the Secretary of National Security. We will provide you written notice of any contract change and amend this prospectus as applicable. We may enforce our reservation of rights under this contract in response to our experience or determination of risk.

Risk of Increase in Current Fees and Expenses

Some riders' fees may be currently charged at less than their maximum amounts. We may increase these expenses up to the maximum amounts. We will provide prior written notice of when we will increase fees and amend the prospectus as applicable.

Risk of Contract Termination

Your contract will terminate if your Contract Value is reduced to zero. Your Contract Value can become zero due to the assessment of contract or rider charges after you have taken partial withdrawals and/or due to poor market performance. If your Contract Value is reduced to zero, your contract will terminate unless you have purchased a rider that provides for continuation of benefits and you are in compliance with the rider's terms for continuation. Please see the "Optional Guaranteed Principal Access ('GPA')," "Optional Guaranteed Minimum Income Benefit ('GMIB') Riders" and "Optional Guaranteed Lifetime Withdrawal Benefit ('GLWB') Riders" sections later in this prospectus for more information.

Distribution of Variable Annuity Contracts

The variable annuity contracts are sold by our insurance agents who are also registered representatives of broker-dealers that have entered into distribution agreements with Ohio National Equities, Inc. ("ONEQ"), which is under common control with us because The Ohio National Life Insurance Company (a) is the sole owner of ONEQ and (b) as of December 31, 2018, owns over 80% of our outstanding debt. ONEQ is the principal underwriter of the contracts. ONEQ and the broker-dealers are registered under the Securities Exchange Act of 1934 and are members of the Financial Industry Regulatory Authority. We pay ONEQ up to 4.50% of each purchase payment and ONEQ then pays that to the broker-dealers. The amounts may vary by broker-dealer. The broker-dealers pay their registered representatives from their own funds. Purchase payments on which nothing is paid to registered representatives may not be included in amounts on which we pay the sales compensation to ONEQ. If our surrender charge is not sufficient to recover the fee paid to ONEQ, any deficiency will be made up from our general assets. These include, among other things, any profit from the mortality and expense risk charges. ONEQ's address is One Financial Way, Montgomery, Ohio 45242.

Deductions and Expenses

Surrender Charge

Surrenders and Partial Withdrawals.

There is no deduction from purchase payments to pay sales expense. We may assess a surrender charge if you surrender the contract or withdraw part of its value. The purpose of this charge is to defray expenses relating to the sale of the contract, including compensation to broker-dealers or other benefits provided under the contract, cost of sales literature and prospectuses, and other expenses related to sales activity. If other fees or charges are being assessed in addition to the surrender charge, we will calculate the surrender charge first. The surrender charge is a percentage of your total purchase

payments minus all previous withdrawals. This percentage varies with the number of years from the date the purchase payments were made (starting with the first purchase payment) as follows:

<u>Years</u>	<u>Payment</u>
1st	7%
2nd	7%
3rd	7%
4th and later	0%

During each contract year, you may withdraw not more than 10% of the Contract Value (as of the day of the first withdrawal made during that contract year) without a surrender charge. You may take this 10% annual free withdrawal in up to 12 installments. We do not assess the surrender charge when a beneficiary takes a lump sum distribution after the death of the annuitant. If the annuitant dies before the end of the surrender charge period and the beneficiary chooses any settlement option other than a lump sum distribution or immediate annuitization, we will assess the applicable surrender charge on any withdrawals the beneficiary takes while the contract is in the surrender charge period.

Annuitization.

We do not assess a surrender charge if you annuitize your contract. See “Annuity Period — Annuity Options” later in this prospectus.

Death Benefit.

We do not assess a surrender charge upon any Proceeds paid to a beneficiary upon the death of the annuitant. See “Death Benefit — How will the Proceeds be paid to the beneficiary?” later in this prospectus.

Annual Contract Fee

Each year on the contract anniversary (or when you surrender the contract), we will deduct an annual contract fee of \$30 from the Contract Value. This helps to repay us for maintaining the contract for contracts under \$50,000. This helps to cover expenses for accounting, auditing, legal, contract owner services, reports to regulatory authorities and contract owners, contract issue, etc. The account expense charge is not sufficient to cover these expenses for contracts under \$50,000. There is no contract fee for contracts having a value of at least \$50,000 at the contract anniversary. There is no charge after annuity payments begin. We guarantee not to increase the annual contract fee.

Deduction for Account Expense Fee

At the end of each valuation period before annuity payments begin we deduct an amount equal to 0.25% on an annual basis of the contract value. This deduction reimburses us for amounts not covered by the annual contract fee. Examples of these are accounting, auditing, legal, contract owner services, reports to regulatory authorities and contract owners, contract issue, etc.

Deduction for Mortality and Expense Risk Fee

We guarantee that, until annuity payments begin, the contract’s value will not be affected by any excess of sales and administrative expenses over the deductions for them. We also guarantee to pay a death benefit if the annuitant dies before annuity payments begin. After annuity payments begin, and except in the instance of the annuitant’s death, we guarantee that variable annuity payments will not be affected by adverse mortality experience or expenses.

For assuming these risks, when we determine the accumulation unit values and the annuity unit values for each subaccount, we make a deduction from the applicable investment results equal to 1.15% of the contract value on an annual basis. We may decrease that deduction at any time and we may increase it not more often than annually to not more than 1.15% on an annual basis. We may discontinue this limitation on our right to increase the deduction up to 1.15%. The mortality and expense risk charge is an indivisible whole of the amount currently being deducted. However, we believe that a reasonable allocation would be 0.65% for mortality risk, and 0.50% for expense risk. We hope to realize a profit from this charge. However there will be a loss if the deduction fails to cover the actual risks involved.

Charges for Optional Benefits

There is an additional annual charge if you choose an optional benefit. See the individual discussion of each rider later in this prospectus for details on the riders and the amounts upon which the charges are based. The additional charge is made on each contract anniversary. The optional benefits are not currently available, and some were not available in all states. We reserve the right to terminate or modify these benefits for new contracts at any time.

If you choose one of the optional death benefit riders described under “Death Benefit,” those annual charges are the following percentages of the optional death benefit amounts:

Annual Stepped-Up Death Benefit*	0.25%
Premium Protection or Joint Premium Protection death benefit at issue ages through 70	0.10%
Premium Protection or Joint Premium Protection death benefit at issue ages 71 through 75	0.25%
Premium Protection Plus or Joint Premium Protection Plus death benefit (currently 0.45%)	0.90% (maximum charge)
5% GMDBR80 Plus	0.45%
GMDBR80 Plus	0.25%
GMDBR85 Plus	0.45%
5% GMDBR85 Plus	0.70%
ARDBR	0.60%
ARDBR (2009) (currently 0.85%)	1.40% (maximum charge)

* In those states where permitted, charge is 0.25% for contracts applied for on or after May 15, 2009. For other contracts, charge is 0.10%. See your representative for more information.

If you choose the GEB, as described under “Death Benefit,” the annual charge is the following percentage of your Contract Value on the contract anniversary:

GEB at issue ages through 70	0.15%
GEB at issue ages 71 through 75	0.30%
GEB “Plus” at issue ages through 70	0.30%
GEB “Plus” at issue ages 71 through 75	0.60%

If you choose the GMIB, the GMIB Plus, the GMIB Plus with Five Year Reset, the GMIB Plus with Annual Reset or the GMIB Plus with Annual Reset (2009) riders, the annual charge is the following percentage of your guaranteed income base as described under “Optional Guaranteed Minimum Income Benefit (“GMIB”):

GMIB	0.45%
GMIB Plus	0.50%
GMIB Plus with Five Year Reset	0.50%
GMIB Plus with Annual Reset	0.65%
GMIB Plus with Annual Reset (2009) (currently 0.95%)	1.50% (maximum charge)

If you choose the GPA, the annual charge is the following percentage of your eligible Contract Value plus later purchase payments as described under “Optional Guaranteed Principal Access (“GPA”) Rider:”

For the 7% guaranteed annual withdrawal	0.40%
For the 8% guaranteed annual withdrawal	0.50%

If you choose a GPP rider, the annual charge is the following percentage of your average annual guaranteed principal amount as described under “Optional Guaranteed Principal Protection (“GPP”):

GPP (2012) (currently 0.45%)	0.90% (maximum charge)
GPP*	0.55%

* In those states where permitted, charge is 0.55% for riders applied for on or after May 15, 2009. For other riders, charge is 0.20%. See your representative for more information.

If you choose one of the GLWB riders, the annual charge is the following percentage of your GLWB base as described under “Optional Guaranteed Lifetime Withdrawal Benefit (‘GLWB’) Riders:”

GLWB Plus*	2.00%
(currently 1.05%)	(maximum charge)
Joint GLWB Plus**	2.40%
(currently 1.35%)	(maximum charge)

* Charge is 1.05% for riders applied for on or after May 1, 2014. For other riders, charge is 0.95%.

** Charge is 1.35% for riders applied for on or after May 1, 2014. For other riders, charge is 1.20%.

Transfer Fee

We may charge a transfer fee of \$10 for each transfer of values from one or more subaccounts to other subaccounts. Only one charge is assessed for transfers out of any one subaccount, even if the transfer is to multiple subaccounts. The fee is charged pro rata against the subaccounts from which the transfer is made. We currently do not charge for your first 12 transfers each contract year. Other restrictions may apply to transfers. See “Transfers among Subaccounts” below.

Deduction for State Premium Tax

Depending on your state, a premium tax or some similar charge may be levied based on the amount of your annuity purchase payments. We will deduct from your Contract Value the amount of any applicable premium taxes or similar assessment charged by any state or other governmental entity. While the rates are subject to change, the range for the premium tax is currently between 0.0% and 5.0%. If a charge is assessed, we will deduct that amount from your Contract Value at the time the contract is surrendered, at the time you annuitize, or at such earlier time that we may become subject to the premium tax. We may also deduct the premium tax from any death benefit proceeds.

Fund Expenses

There are deductions from, and expenses paid out of, the assets of the Funds. These are described in the Fund prospectuses. Deductions for fund expense continue after annuity payments begin for the amounts which are allocated to a Fund.

Description of Variable Annuity Contracts

Free Look

You may revoke the contract at any time until the end of 10 days after you receive it (or such longer period as may be required by your state law) and get a refund of the contract value (or such other amount required by state law) as of the date of cancellation. Certain other rules may apply if this contract is issued as an IRA (such as the amount you are entitled to receive and the period of time in which you have to submit a request for a free look). For more details regarding the rules for IRA contracts, see the IRA Disclosure Statement in the back of this prospectus. In order for your request to cancel to be effective and the contract value calculated, the request must be received by us at our Administrative Office (the address listed on the first page of the prospectus) on any business day before the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time). Requests received after the close of the New York Stock Exchange, or received on any day when the New York Stock Exchange is not open will be processed as of the end of the next business day when the New York Stock Exchange is open. To revoke, you must return the contract to us within the free look period. We deem you to receive the contract and the free look period to begin five days after we mail your contract to you.

Accumulation Period

Purchase Payments

The minimum initial purchase payment is \$5,000 (\$2,000 for IRAs). You may make additional payments of at least \$500 at any time (\$300 for payroll deduction plans; \$100 for electronic payments).

For all contracts applied for on or after August 8, 2012, we currently limit your total purchase payments to \$3,000,000. For those contracts, *we reserve the right to limit your total purchase payments to the lesser of the following.*

- (a) for any one contract, the lesser of 150% of your initial purchase payment (for example, \$7,500 if your initial purchase payment was \$5,000) or \$1,000,000; and
- (b) for all our variable annuities sold to you, or covering the life of the annuitant, \$1,000,000.

We will provide you prior written notice before we enforce the limits in (a) or (b) above.

For all contracts applied for on or after January 12, 2010 through August 7, 2012, we currently limit your total purchase payments to \$1,000,000. For those contracts, *we reserve the right to limit your total purchase payments to the lesser of the following:*

- (a) for any one contract, the lesser of 150% of your initial purchase payment (for example, \$7,500 if your initial purchase payment was \$5,000) or \$1,000,000; and
- (b) for all our variable annuities sold to you, or covering the life of the annuitant, \$1,000,000.

We will provide you prior written notice before we enforce the limits in (a) or (b) above.

If you applied for your contract before January 12, 2010, we limit your total purchase payments covering the life of the annuitant to \$1,500,000.

If the check for your payment is dishonored, you will be liable to us for any changes in the market value between the date we receive your check and the date we are notified that the payment was dishonored.

We reserve the right to require company approval prior to accepting purchase payments in excess of the above limits. We reserve the right to not allow any additional purchase payments or to limit additional purchase payments if you have purchased the Premium Protection rider, Joint Premium Protection rider, Premium Protection Plus rider, Joint Premium Protection Plus rider, any GLWB or GPP (2012). If you purchase one of these riders, we currently limit total purchase payments to \$3,000,000. Please see the descriptions of the riders later in this prospectus.

Accumulation Units

Until the annuity payout date, the Contract Value is measured by accumulation units. As you make each purchase payment, we credit units to the contract (see Crediting Accumulation Units). The number of units remains constant between purchase payments but their dollar value varies with the investment results of each Fund to which payments are allocated.

Crediting Accumulation Units

Your registered representative will send an order or application, together with the first purchase payment, to our administrative office for acceptance. We may enter into arrangements with certain broker-dealers whereby submission of the completed application and first purchase payment to the broker-dealer will be credited and deemed accepted by us on the date received by them. Such arrangements are at our sole discretion and approved by our Board of Directors. Before entering into such arrangements, we first must ensure that the broker-dealer has adequate compliance controls in place to prevent applications received after the cut-off time (usually 4:00 p.m. Eastern time) from being submitted to us for issuance as if received before the cut-off time.

Upon acceptance, we issue a contract and we credit the first purchase payment to the contract in the form of accumulation units. If all information necessary for issuing a contract and processing the purchase payment is complete, we will credit your first purchase payment within two business days after receipt. If we do not receive everything necessary to make the application in good order within five business days, we will return the purchase payment to you immediately unless you specifically consent to having us retain the purchase payment until the necessary information is completed. After that, we will credit the purchase payment within two business days.

Unless otherwise prohibited by law, no contract is effective until the purchase payment is received and the contract is issued during the lifetime of the annuitant. If the annuitant dies before the contract is issued and we are not notified at our administrative office of the annuitant's death, our sole obligation is to return the Contract Value to you or your estate upon notice and proof of the death of the annuitant.

You must send any additional purchase payments directly to our administrative office. They will then be applied to your contract according to your allocation instructions to provide that number of accumulation units (for each subaccount) determined by dividing the amount of the purchase payment by the unit value next computed after we receive the payment at our administrative office. Except as detailed in the paragraph above, payments received after 4 p.m. (Eastern time) at our administrative office on a valuation period (earlier when the New York Stock Exchange closes early) will be priced at the next calculated unit value.

Allocation of Purchase Payments

You may allocate your Contract Values among up to 18 investment options including the variable subaccounts of VAN and to the Fixed Accumulation Account (if available). We reserve the right to limit your allocation of purchase payments to no more than 10 of the available investment options. We will provide you prior written notice before we will limit you to no more than 10 investment options. The amount you allocate to any Fund or to the Fixed Accumulation Account must equal a whole percent. You may change your allocation of future purchase payments at any time by sending written notice to our administrative office. Changes in allocation of purchase payments are not deemed effective until received by us at our administrative office. You may be subject to restrictions on allocations if you purchase certain optional riders. Please see “Investment Restrictions for Certain Optional Riders” for more information.

Accumulation Unit Value and Accumulation Value

We set the original accumulation unit value of each subaccount of VAN for these contracts at the beginning of the first valuation period for each such subaccount. We determine the unit value for any later valuation period by multiplying the unit value for the immediately preceding valuation period by the net investment factor (described below) for such later valuation period. We determine a contract’s value by multiplying the total number of units (for each subaccount) credited to the contract by the unit value (for such subaccount) for the current valuation period and adding to that any amount in the Fixed Accumulation Account or in a Dollar Cost Averaging Account.

Net Investment Factor

The net investment factor measures the investment results of each subaccount. The investment performance and expenses of each Fund, and the deduction of contract charges, affect daily changes in the subaccounts’ accumulation unit values. The net investment factor for each subaccount for any valuation period is determined by dividing (a) by (b), then subtracting (c) from the result, where:

(a) is:

- (1) the net asset value of the corresponding Fund share at the end of a valuation period, plus
- (2) the per share amount of any dividends or other distributions declared for that Fund if the “ex-dividend” date occurs during the valuation period, plus or minus
- (3) a per share charge or credit for any taxes paid or reserved for the maintenance or operation of that subaccount; (No federal income taxes apply under present law.)

(b) is the net asset value of the corresponding Fund share at the end of the preceding valuation period; and

(c) is the deduction for administrative and sales expenses and risk undertakings.

Surrender and Withdrawal

Before annuity payments begin you may surrender (totally withdraw the value of) your contract, or withdraw part of the Contract Value (at least \$300). You must make all surrender or withdrawal requests by providing Notice to us. The surrender charge may then apply. That charge is taken from the total amount withdrawn.

Unless you specify otherwise, the withdrawal will be made pro-rata from your values in each Fund. The amount you may withdraw is the Contract Value less any surrender charge and any premium tax charge that may apply. In the case of a surrender, we subtract any contract administration charge. We will pay you within seven days after we receive your request. However, we may defer payment of Fixed Accumulation Account values as described below. Surrenders and withdrawals are limited or not permitted in connection with certain retirement plans. For possible tax consequences of a surrender or withdrawal, see “Federal Tax Status” below.

If you request a surrender or withdrawal which includes Contract Values derived from purchase payments that have not yet cleared the banking system, we may delay mailing the portion relating to such payments until your check has cleared.

Your right to withdraw may be suspended or the date of payment postponed:

- (1) for any period during which the New York Stock Exchange is closed (other than customary weekend and holiday closings) or during which the Commission has restricted trading on the Exchange;
- (2) for any period during which an emergency, as determined by the Commission, exists as a result of which disposal of securities held in a Fund is not reasonably practical, or it is not reasonably practical to determine the value of a Fund’s net assets; or
- (3) such other periods as the Commission may order to protect security holders.

If your Contract Value is reduced to zero, your contract will terminate unless you have purchased a rider that provides for continuation of benefits and you are in compliance with the rider's terms for continuation. Please see the "Optional Guaranteed Principal Access ('GPA')," "Optional Guaranteed Minimum Income Benefit ('GMIB') Riders" and "Optional Guaranteed Lifetime Withdrawal Benefit ('GLWB') Riders" sections later in this prospectus for more information.

Transfers among Subaccounts

You may transfer Contract Values from one or more Funds to one or more other Funds. You may make transfers at any time before annuity payments begin. The amount of any transfer must be at least \$300 (or the entire value of the contract's interest in a Fund, if less). Not more than 20% of a contract's Fixed Accumulation Account value (or \$1,000, if greater) as of the beginning of a contract year may be transferred to variable Funds during that contract year.

We may limit the number, frequency, method or amount of transfers. We may limit transfers from any Fund on any one day to 1% of the previous day's total net assets of that Fund if we or the Fund in our discretion, believe that the Fund might otherwise be damaged. In determining which requests to honor, scheduled transfers (under a DCA program) will be made first, followed by mailed written requests in the order postmarked and, lastly, telephone, facsimile and other electronic requests in the order received. This policy will be applied uniformly without exception. We will notify you if your requested transfer is not made. Current SEC rules preclude us from processing at a later date those requests that were not honored. Accordingly, you would need to submit a new transfer request in order to make a transfer that was not honored because of these limitations.

Certain third parties may offer you investment management services for your contract. We will honor transfer requests from these third parties only if you give us a written authorization to do so. Fees you pay for such other services are in addition to any contract charges.

We discourage excessive trading and market timing through your contract. Excessive trading into and out of the portfolios can disrupt portfolio investment strategies and increase the portfolios' operating expenses. In addition, excessive trading lowers overall portfolio performance for long term investors, prevents portfolio managers from taking timely advantage of investment opportunities, and creates liquidity risks for the portfolios. The contract and the underlying portfolios are not designed to accommodate excessive trading practices. We and the portfolios reserve the right, in our sole discretion, to restrict or reject purchase and exchange orders which we believe represent excessive or disruptive trading. Listed below are some, but not necessarily all the steps we may take to discourage excessive trading and market timing.

The first time the contract owner is determined to have traded excessively, we will notify the contract owner in writing that his or her contract will be monitored for additional transactions in excess of the established limits and such subsequent activity may result in suspension of electronic transfer privileges and/or suspension of all transfer privileges. The established limits are determined internally as a protection against frequent trading and are not disclosed in the prospectus or other otherwise made public.

Upon the second instance of excessive trading, the contract owner will be advised that his or her electronic transfer privileges have been suspended and that all transfer requests must be submitted in writing and delivered via U.S. mail.

Upon the third instance of excessive trading, we will suspend some, or all transfer privileges. The contract owner will be informed in writing of the denial of future transfer privileges. If a contract owner decides to surrender the contract following suspension of transfer privileges, the contract owner will incur the resulting surrender charge, if any.

We may, in our sole discretion take any contract off of the list of monitored contracts, or restore suspended transfer privileges if we determine that the transactions were inadvertent or were not done with the intent to market time. **Otherwise, all of our policies related to excessive trading and market timing as described in this section will be applied to all contract owners uniformly and without exception.** Other trading activities may be detrimental to the portfolios. Therefore, we may place a contract on the list of monitored contracts despite the fact the contract owner has not exceeded the established transfer limits. You may be deemed to have traded excessively even if you have not exceeded the number of free transfers permitted by your contract.

Some of the factors we may consider when determining whether or not to place a contract on the list of monitored contracts may include, but not be limited to:

- The number of transfers made in a defined period;
- The dollar amount of the transfer;
- The total assets of the portfolios involved in the transfer;
- The investment objectives of the particular portfolios involved in your transfers; and/or

- Whether the transfer appears to be a part of a pattern of transfers to take advantage of short-term market fluctuations or market inefficiencies.

Contract owners who have not engaged in market timing or excessive trading may also be prevented from transferring Contract Values if we, or the portfolios, believe that an intermediary associated with the contract owner's account has otherwise been involved in market timing or excessive trading on behalf of other contract owners. Likewise, contract owners who have not engaged in intentional market timing or engaged in intentional disruptive or excessive trading may have their transfers rejected or their transfer privileges suspended if their trading activity generates an exception report in our transfer monitoring systems.

Contract owners seeking to engage in excessive trading practices may deploy a variety of strategies to avoid detection, and there is no guarantee that we or the portfolios will be able to identify such contract owners or curtail their trading practices. Our ability and the ability of the portfolios to detect and curtail excessive trading practices may also be limited by operational systems and technology limitations. In addition, because the portfolios receive orders from omnibus accounts, which is common among funds offering portfolios to insurance companies offering variable products, the portfolios may not be able to detect an individual's excessive trading practices through these omnibus accounts. If we are unable to detect those contract owners engaging in market timing and/or excessive trading, the previously mentioned harm associated with excessive trading (lower portfolio performance, liquidity risks, increased portfolio expenses, etc.) may occur.

We may alter or amend this policy as required to comply with state or federal regulations and such regulations may impose stricter standards than currently adopted by us or the portfolios.

Pursuant to rules adopted by the Securities and Exchange Commission, we are required to enter into agreements with the Funds which require us to provide the Funds, upon their request, with certain information including taxpayer identification numbers of contract owners and the amounts and dates of any purchase, redemption, transfer or exchange requests by contract owners. We are also required to restrict or prohibit further purchases or exchange requests into the Funds by a contract owner upon instruction from the Funds.

Effective Time for Purchase, Transfer or Redemption Orders

Orders to purchase, redeem or transfer units received after the close of the New York Stock Exchange, typically 4:00 p.m. (Eastern time) on a valuation period (earlier on those days when the New York Stock Exchange closes early) will not become effective until the next business day.

However, we may enter into arrangements with certain broker-dealers whereby orders to purchase accumulation units (either through an initial purchase or subsequent purchase payments to an existing contract) will be credited and deemed accepted by us on the date received by them. Such arrangements are at our sole discretion and approved by our Board of Directors. Before entering into such arrangements, we will first ensure that the broker-dealer has adequate compliance controls in place to prevent orders to purchase units received after the cut-off time (usually 4:00 p.m. Eastern time) from being credited as if received before the cut-off time.

Electronic Access

If you give us authorization, your contract and unit values and interest rates can be checked by telephoning us at 877.446.6020, or by accessing our web site at nslac.com. You may also request transfers or make allocation changes on our web site. You may only make one electronic, facsimile or telephone (collectively, "electronic") transfer request per day.

We will honor pre-authorized electronic transfer instructions from anyone who provides the personal identifying information requested. We will not honor electronic transfer requests after we receive notice of your death. For added security, we send the contract owner a written confirmation of all electronic transfers on the next business day. However, if we cannot complete a transfer as requested, our customer service representative will contact the owner in writing sent within 48 hours of the electronic request. **You may think that you have limited this access to yourself, or to yourself and your representative. However, anyone giving us the necessary identifying information can use electronic access once you authorize it.**

Please note that telephone and/or other means of electronic communication may not always be available. Any telephone or electronic device, whether it is yours, your service provider's, your agent's or ours can experience inaccessibility, power outages or slowdowns for a variety of reasons. These periods of inaccessibility may delay or prevent our receipt and processing of your requests. Although we have taken precautions and have emergency contingency plans to limit these problems, we cannot promise complete reliability under all circumstances. If you experience such problems, you should make your transfer request by writing to our administrative office.

We reserve the right to limit or restrict electronic access in any form at any time as to any contract owner.

Scheduled Transfers (Dollar Cost Averaging)

We administer a Dollar Cost Averaging (“DCA”) program enabling you to preauthorize automatic monthly or quarterly transfers of a specified dollar amount from the Fixed Accumulation Account or the Funds to any of the other subaccounts. There is no charge for participating in a DCA program. Each transfer under the DCA program must be at least \$300. For a DCA program from a Fund, at least 12 transfers must be scheduled. For a DCA program from the Fixed Accumulation Account, at least three transfers must be scheduled. The DCA program is only available to contracts having a total accumulation value of at least \$3,600. No transfer fees will be incurred for DCA transfers and they do not count against the 12 free transfers allowed each contract year. Unless you have a rider with investment restrictions, a DCA program may be made with transfers from Funds or the Fidelity® VIP Government Money Market Portfolio to any other Funds at any time during the contract.

A DCA program with transfers from the Fixed Accumulation Account to any other Funds may be made if the DCA program is established at the time the contract is issued, and the DCA program is scheduled to begin within 6 months of the time you make purchase payments from which DCA transfers will be made. A DCA program from the Fixed Accumulation Account may not exceed 2 years.

DCA generally has the effect of reducing the risk of purchasing at the top of a market cycle by reducing the average cost of indirectly purchasing Fund shares through the subaccounts to less than the average price of the shares on the same purchase dates. DCA transfers from the Fixed Accumulation Account or from a Fund with a stabilized net asset value, such as the Fidelity® VIP Government Money Market Portfolio, will generally reduce the average total cost of indirectly purchasing Fund shares because greater numbers of shares will be purchased when the share prices are lower than when prices are higher. However, DCA does not assure you of a profit, nor does it protect against losses in a declining market. In addition, in a rising market, DCA will produce a lower rate of return than will a single up-front investment.

The DCA program may be discontinued at any time by you as long as we receive notice of the cancellation at least 7 business days before the next scheduled transfers. We reserve the right to not offer the DCA program to new contracts in the future. Upon prior written notice, we may discontinue providing the DCA program to existing contracts that are not currently enrolled in a DCA program.

Enhanced DCA Account. We currently offer the Enhanced DCA program for initial purchase payments (or additional purchase payments of \$3,600 or greater) which are allocated to the Enhanced DCA account that provides a fixed interest rate that is higher than the rate being credited to the Fidelity® VIP Government Money Market Portfolio. The Enhanced DCA account is a subset of our general account. The Enhanced DCA program is the same as the DCA program except as described in this section. The Enhanced DCA program requires the purchase payment be fully transferred from the account within specified periods of time. Each DCA transfer must be at least \$300. An Enhanced DCA program can be discontinued at any time by you as long as we receive notice of the cancellation at least 7 business days before the next scheduled transfer. Terminating this program will result in all remaining funds transferred to the subaccounts of your choice or to the Fixed Accumulation Account. We reserve the right to not offer the Enhanced DCA program to new contracts in the future. Upon prior written notice, we may discontinue providing the Enhanced DCA program for additional purchase payments.

Portfolio Rebalancing

You may have us automatically transfer amounts on a quarterly, semi-annual or annual basis to maintain a specified percentage (whole percentages only) of Contract Value in each of two or more designated Funds. The purpose of a portfolio rebalancing strategy is to maintain, over time, your desired allocation percentage in the designated Funds having differing investment performance. Portfolio rebalancing will not necessarily enhance future performance or protect against future losses.

There is no charge for participating in portfolio rebalancing, and the transfer charge does not apply to portfolio rebalancing transactions. These transactions do not count against the 12 free transfers you are allowed each contract year. You may not have portfolio rebalancing for any Funds that are part of a DCA program.

Nursing Facility Confinement

We will not assess a surrender charge if you are confined (generally, for contracts applied for prior to October, 2006, if the annuitant is confined) to a state licensed or legally operated hospital or in-patient nursing home facility for at least 30 consecutive days. This waiver of the surrender charge may not be available in all states and terms may vary based on state of issue and application or issue date. Contact us or your registered representative for more information. It only applies when:

- the confinement begins after the first contract anniversary and before annuity payments begin;
- the contract was issued before your 80th birthday (generally, for contracts applied for prior to October 2006, the annuitant's 80th birthday); and

- we receive the request for withdrawal, together with proof of the confinement, at our home office while you are confined or within 90 days after discharge from the facility, unless otherwise agreed to by us.

Death Benefit

Basic Death Benefit

What does the beneficiary receive upon death of the annuitant before the annuity payout date?

If the annuitant dies before the annuity payout date, your contract provides for the beneficiary to receive Proceeds from the contract. The Proceeds equal (i) the Contract Value and (ii) any Death Benefit Adjustment, on the calculation date as described below. After the annuity payout date, unless a rider provides otherwise, your contract will no longer qualify for any Death Benefit Adjustment upon the death of the Annuitant.

What is the amount of the Death Benefit Adjustment?

The Death Benefit Adjustment is equal to the difference, if any, between the highest guaranteed death benefit amount and the Contract Value as of the calculation date as described below. **The Death Benefit is used solely to calculate the Death Benefit Adjustment and is not an amount paid to the beneficiary.**

The Death Benefit is the greatest of: (i) the total Contract Value or (ii) net purchase payments less pro-rata withdrawals, unless one of the riders added to your contract provides for a higher death benefit.

For purposes of the paragraphs above, “net purchase payments” means your total purchase payments less an amount for any applicable premium tax or similar state or local tax. “Pro rata withdrawals” mean an adjustment for any amounts you have withdrawn from the contract based on the percentage reduction to the total Contract Value which resulted from the withdrawal.

If the Contract Value *is equal to or greater than* the Death Benefit on the calculation date as described below, then there is no Death Benefit Adjustment that will be added to the Proceeds. If the Contract Value *is less than* the Death Benefit on the calculation date as described below, then there is a Death Benefit Adjustment that will be added to the Proceeds. See the examples below.

When are Contract Value and Death Benefit Adjustment calculated for purposes of this section?

The Contract Value is calculated as of the date that we receive proof of the annuitant’s death and satisfactory instruction from the beneficiary for the disposition of the contract.

The Death Benefit Adjustment is calculated as of the date of death.

Examples of Death Benefit Adjustment calculation:

If the Contract Value on date of the Death Benefit Adjustment calculation is \$100,000 and the Death Benefit is \$85,000, then there is no Death Benefit Adjustment.

If the Contract Value on date of the Death Benefit Adjustment calculation is \$85,000 and the Death Benefit is \$100,000, then the Death Benefit Adjustment is \$15,000 (\$100,000 Death Benefit minus \$85,000 Contract Value). \$15,000 is added to the Fidelity® VIP Government Money Market Portfolio until satisfactory instructions are received from the beneficiary as to settlement of the contract or the beneficiary gives us different investment instructions. If the Contract Value is \$60,000 when we receive satisfactory instructions to settle the contract, then the beneficiary will receive \$75,000 (\$15,000 + \$60,000). If the Contract Value is \$120,000 when we receive satisfactory instructions, then the beneficiary will receive \$135,000 (\$15,000 + \$120,000).

Where are the Proceeds invested before being paid out to a beneficiary?

From the date of the annuitant’s death until the Proceeds are paid to the beneficiary, unless the beneficiary elects to change the subaccount allocations, the Contract Value will remain invested in the subaccounts selected by the owner. If we have not yet received the required documents necessary to pay the Proceeds to the beneficiary, the amount equal to the Death Benefit Adjustment is added to the contract in the Fidelity® VIP Government Money Market Portfolio.

What are the consequences of any change in the Contract Value after the Death Benefit Adjustment is calculated?

Any change in the Contract Value, including, but not limited to market fluctuation, after the effective date of the Death Benefit Adjustment, and before we distribute the contract Proceeds, will affect the amount to be paid to the beneficiary. If the Contract Value increases or decreases, the amount of the Proceeds will be correspondingly increased or decreased. As

such, the actual amount paid upon disposition of the contract may be more or less than the highest Death Benefit provided under your contract or optional riders.

How will the Proceeds be paid to the beneficiary?

The Proceeds will be paid to the beneficiary in a single sum unless you or the beneficiary(ies) elect settlement under one or more settlement options. If there are multiple beneficiaries and the owner has not selected a settlement option, all the beneficiaries must agree on a settlement option or the payout value will be paid in lump sums to all of them proportionally. We must receive all required documentation or forms (for example, the claim form and certified death certificate) from all beneficiaries before the Proceeds will be distributed. (Please contact us at 877.446.6020 for more information about the documentation and forms we require.) If we are unable to locate one of the beneficiaries, we will provide written notice to his or her last known address. If he or she does not respond to us within 30 days, his or her portion of the Proceeds will revert to the state as unclaimed property. We do not assess a surrender charge on any Proceeds paid to a beneficiary. A spouse who elects to continue the contract will not be assessed a surrender charge on the Proceeds, but will be assessed a surrender charge in accordance with the "Surrender Charge" provision of this prospectus on any additional purchase payments that the spouse makes to the contract.

Unless otherwise designated by the contract owner before the date of annuitant's death, the beneficiary may elect one of the following settlement options:

- (1) *Five Year Continuance* — Beneficiary may elect to receive the Proceeds over a period of five years or less from the date of the annuitant's death. All Proceeds must be liquidated within the five year period that begins on the date of the annuitant's death.
- (2) *Beneficiary Stretch* — Beneficiary may elect to receive the Proceeds in the form of required minimum distributions each year. This option must be elected within twelve months from the date of the annuitant's death. The amounts of the annual minimum distributions must comply with applicable federal tax regulations and withdrawals of lesser or greater amounts may subject you to adverse tax consequences. Please consult your tax advisor for advice on how the Beneficiary Stretch option would affect you.
- (3) *Immediate Annuitization* — Beneficiary may elect to annuitize the annuity but must do so within twelve months from the date of the annuitant's death.
- (4) *Lump Sum Distribution* — Beneficiary may elect a lump sum distribution.

If the sole, primary beneficiary is the surviving spouse of the owner and annuitant and there is either no surviving owner or the surviving spouse is also the sole surviving owner, the spouse may continue the contract as the owner and annuitant, or choose one of the settlement options listed above.

Not all of the settlement options may be available if the beneficiary is not a natural person.

Other considerations:

We may require any designated beneficiary have an insurable interest in the life of the annuitant. We will notify you when we issue the contract or when you request a beneficiary change if we are unable to accept your designated beneficiary.

Any guarantees under the contract or death benefit riders that exceed the value of your interest in the separate account VAN are paid from our general account (not the VAN). Therefore, any amounts that we may pay under the contract in excess of your interest in the VAN are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. In the event of an insolvency or receivership, payments we make from our general account to satisfy claims under the contract would generally receive the same priority as our other policy holder obligations.

Optional Death Benefit Riders

Annual Stepped-Up Death Benefit

In those states where permitted, we offer an optional annual stepped-up death benefit at the time the contract is issued. With that option, the Death Benefit on the first contract anniversary will be the greater of (a) the Contract Value then or (b) net purchase payments less pro-rata withdrawals made on or before that date. On each contract anniversary after that (until the annuitant attains age 86), the death benefit will be reset to the greater of (a) the Contract Value on that anniversary date or (b) the death benefit as of the last preceding anniversary adjusted for any purchase payments or withdrawals. The stepped-up death benefit amount is increased by purchase payments and decreased by pro-rata withdrawals made during the period between contract anniversaries. In those states where permitted, for contracts applied for on or after May 15, 2009, there is an annual rider charge of 0.25% of the optional death benefit amount. The charge for other contracts is 0.10%. You cannot purchase the annual stepped-up death benefit once the annuitant is 76 years old.

Premium Protection Riders.

We currently offer the Premium Protection death benefit rider (“Premium Protection rider”) at the time the contract is issued. In the future, we may, at our sole option, offer this rider after the contract is issued, in which case it may be added on a contract anniversary. This rider is available only when purchased in conjunction with the GLWB Plus rider described later in this prospectus. If you purchase this rider, you cannot have any other living benefit or death benefit rider except the GLWB Plus, the deferral credit rider or the 8-year guaranteed principal protection rider. You cannot purchase this rider once the annuitant is 76 years old.

Death Benefit.

With the Premium Protection rider, the Death Benefit is the greater of (a) the Contract Value as of the effective date of the Death Benefit Adjustment or (b) the GMDB amount. The initial GMDB amount is equal to your initial purchase payment (excluding extra credits, if applicable). If we allow you to add the rider on a subsequent contract anniversary, the initial GMDB amount will be equal to the then current Contract Value. The GMDB amount is increased for additional purchase payments and decreased dollar for dollar for withdrawals up to your maximum annual withdrawal under your respective GLWB rider, whereas the basic Death Benefit provided for under the contract is reduced on a pro rata basis for withdrawals.

If your surviving spouse chooses to continue the contract under the spousal continuation option and becomes the sole owner and annuitant, the GMDB amount will be set equal to the Contract Value (after the application of any Death Benefit Adjustment) if it is greater than the current GMDB amount.

Please note that withdrawals you take under the GLWB Plus (including maximum annual withdrawals) reduce the GMDB amount under this rider. Therefore, you should carefully consider whether this rider is appropriate for you.

Excess Withdrawals.

When computing the Premium Protection rider Death Benefit, the GMDB amount also is reduced by any excess withdrawals. An excess withdrawal is the amount a withdrawal exceeds the maximum annual withdrawal you may take under the GLWB rider you own. For example, assume the maximum annual withdrawal you may withdraw is \$5,000 under your GLWB rider and in one contract year you withdraw \$6,000. The \$1,000 difference between the \$6,000 withdrawn and the \$5,000 maximum annual withdrawal limit would be an excess withdrawal. Allowable annual withdrawals begin under the GLWB riders when the annuitant reaches 59½, so any withdrawal before the annuitant is 59½ is an excess withdrawal for the Premium Protection rider as well as for the GLWB riders.

An excess withdrawal will reduce the GMDB amount by the greater of (a) the same percentage the excess withdrawal reduces your Contract Value (i.e. pro-rata) or (b) the dollar amount of the excess withdrawal. For example, assume your GMDB amount is \$100,000 at the beginning of the contract year and your maximum annual withdrawal under your GLWB rider is \$5,000. Assume your Contract Value is \$90,000 and you withdraw \$6,000. First we process that portion of the withdrawal up to your maximum annual withdrawal, which is \$5,000. Your GMDB amount decreases to \$95,000 and your Contract Value decreases to \$85,000. Then we process that portion of the withdrawal in excess of your maximum annual withdrawal under the GLWB rider, which is \$1,000. Your GMDB amount will be reduced to \$93,882, i.e. $\$95,000 \times (1 - \$1,000/\$85,000)$ because the pro-rata reduction of \$1,118 is greater than the dollar amount of your \$1,000 excess withdrawal. Your Contract Value will be reduced to \$84,000.

For another example, assume the same facts above except your Contract Value prior to the withdrawal is \$120,000. After we process the maximum annual withdrawal portion of your withdrawal, which is \$5,000, your GMDB amount is \$95,000 and your Contract Value is \$115,000. After we process the portion of your withdrawal in excess of your maximum annual withdrawal, your GMDB amount will be reduced to \$94,000 ($\$95,000 - \$1,000$) because the dollar for dollar reduction of \$1,000 is greater than the pro-rata reduction of \$826 ($\$1,000/\$115,000 \times \$95,000$). Your Contract Value will be reduced to \$114,000.

Because the allowable annual withdrawals under the GLWB riders begin when the annuitant is 59½, any withdrawal under the contract prior to the annuitant reaching age 59½ is an excess withdrawal under the Premium Protection rider. Since excess withdrawals may reduce your GMDB amount by an amount greater than the dollar value of the withdrawal, any withdrawals you take before the annuitant is 59½ may significantly reduce or eliminate the Death Benefit under this rider.

Rider Charge.

There is an annual charge for the Premium Protection rider for annuitant issue ages through age 70 of 0.10% of your GMDB amount. For annuitant issue ages 71 through 75, there is an annual charge for this rider of 0.25%. We reserve the right to lower the charge for this rider at any contract anniversary. If we do lower the charge for the rider, we reserve the right to increase the charge up to the original charge on any contract anniversary.

On each anniversary the charge for the Premium Protection rider will be deducted on a pro rata basis in proportion to your current investment option allocations, but will not be deducted from the DCA account. We reserve the right to prorate the

annual charge for the rider if (i) the annuitant dies, (ii) you surrender the contract, (iii) the rider is terminated due to the termination of your GLWB, or (iv) you annuitize your contract.

Termination.

If you choose the Premium Protection rider, you cannot later discontinue it unless we otherwise agree. This rider will terminate if:

- your contract terminates according to its terms (unless otherwise provided in this rider);
- your GMDB amount is reduced to zero;
- your Contract Value is reduced to zero;
- your GLWB rider terminates;
- you annuitize your contract;
- the annuitant dies, except in the case of spousal continuation; or
- you exercise the 8-year guaranteed principal protection rider.

Since you may have the Premium Protection rider only if you have the GLWB Plus rider, any termination of your GLWB rider will automatically terminate the Premium Protection rider as well. If you have purchased the Premium Protection rider and violate the investment restrictions of your GLWB, both the GLWB rider and the Premium Protection rider will be terminated.

Required Minimum Distributions (Qualified Contracts Only).

If you are required to take withdrawals from your contract under the Required Minimum Distribution regulations under the Code, we will allow you to take your Required Minimum Distribution (or “RMD”) for a given year without treating it as an excess withdrawal even if it exceeds your maximum annual withdrawal under your GLWB rider. **Please note that RMDs are calculated on a calendar year basis and your maximum annual withdrawal under your GLWB rider is calculated on a contract year basis.** Any RMD you take will reduce your GMDB amount dollar for dollar. Any withdrawals in a contract year that exceed your maximum annual withdrawal and your RMD will be considered excess withdrawals. You may withdraw your RMD under this rider without a surrender charge even if your RMD exceeds 10% of your Contract Value.

You will receive RMD treatment on or after January 1 of the first calendar year after your contract was issued. To elect monthly RMD treatment, you must provide Notice to us on or before January 25 of that calendar year and you must elect a monthly payment date on or before the 25th day of the month. If the date you elect is not the end of a Valuation Period (generally, a day when the NYSE is open), we will make the payment on, and as of, the end of the next applicable Valuation Period. If you elect monthly RMD treatment, we will automatically pay you the greater of your RMD or your maximum annual withdrawal on a monthly basis each month. **Once you elect monthly RMD treatment, you cannot revoke it.** You may elect to not take a monthly withdrawal by providing Notice to us, but you will not be able to take that withdrawal later and still receive RMD treatment for it. If you do later take such withdrawal, it will be considered an excess withdrawal.

If you die and your spouse elects to continue the contract, your spouse may revoke monthly RMD treatment by providing Notice to us within 30 days of the later of the date of spousal continuation or December 31 of the calendar year in which you died. If your spouse revokes monthly RMD treatment, he or she may elect monthly RMD treatment in the future when he or she is required to take RMDs from the contract. If your spouse continues the contract, is eligible for monthly RMD treatment and does not revoke monthly RMD treatment, he or she will continue to receive monthly RMD treatment with the applicable RMD amount based upon the continuing spouse’s age beginning in the calendar year after you die.

We reserve the right to modify or eliminate RMD treatment if there is any change to the Code or regulations regarding RMDs, including guidance by the Internal Revenue Service. We will provide you 30 days written notice, when practicable, of any modifications to or termination of the RMD treatment with the Premium Protection rider.

Premium Protection (Joint Life).

We also currently offer a joint life version of the Premium Protection rider (“Joint Premium Protection”). The Joint Premium Protection rider is the same as the Premium Protection rider except as described below.

The Joint Premium Protection rider is available only when purchased in conjunction with the Joint GLWB Plus described later in this prospectus. If you purchase this rider, you cannot have any other optional living benefit or death benefit rider except the Joint GLWB Plus, the joint deferral credit rider or the 8-year guaranteed principal protection rider.

Allowable annual withdrawals begin under the Joint GLWB Plus rider when the youngest Participating Spouse reaches 59½, so any withdrawal before the youngest Participating Spouse is 59½ (including any RMD) is an excess withdrawal. Maximum annual withdrawals under the Joint GLWB Plus are also based on the age of the youngest Participating Spouse, so the

maximum amount you may withdraw annually under the Joint Premium Protection rider will depend on the age of the youngest Participating Spouse and reduce the GMDB amount on a dollar for dollar basis. You are not eligible for RMD treatment with the Joint Premium Protection Plus rider until the youngest Participating Spouse is 59½ years old. (Please see the description of the Joint GLWB Plus later in this prospectus for more details on the youngest Participating Spouse.)

Premium Protection Plus Riders.

In the past we offered the Premium Protection Plus death benefit rider (“Premium Protection Plus rider”) at the time the contract was issued. The Premium Protection Plus death benefit rider is not available for purchase effective August 18, 2012. The Premium Protection Plus rider differs from the Premium Protection rider in that a withdrawal that is not an excess withdrawal does not decrease the GMDB amount up to the contract anniversary after the annuitant turns 85, after which time the GMDB amount is decreased for such withdrawals on a dollar for dollar basis, and the GMDB amount may step-up to your Contract Value on the seventh rider anniversary. In the future, we may, at our sole option, offer this rider to existing contracts, in which case it may be added on a contract anniversary. This rider is available only when purchased in conjunction with the GLWB Plus rider described later in this prospectus. If you purchase this rider, you cannot have any other optional living benefit or death benefit rider except the GLWB Plus, the deferral credit rider or the 8-year guaranteed principal protection rider. You cannot purchase this rider once the annuitant is 71 years old.

Death Benefit.

With the Premium Protection Plus rider, the Death Benefit is the greater of (a) the Contract Value as of the effective date of the Death Benefit Adjustment or (b) the GMDB amount. The initial GMDB amount is equal to your initial purchase payment (excluding extra credits, if applicable). If we allow you to add the rider on a subsequent contract anniversary, the initial GMDB amount will be equal to the then current Contract Value. The GMDB amount is increased for additional purchase payments. You may take withdrawals up to your annual maximum annual withdrawal under your respective GLWB rider until the contract anniversary after the annuitant turns 85 without reducing the GMDB amount. Following the contract anniversary after the annuitant turns 85, withdrawals up to your maximum annual withdrawal under your GLWB rider reduce the GMDB amount dollar for dollar.

If your surviving spouse chooses to continue the contract under the spousal continuation option and becomes the sole owner and annuitant, the GMDB amount will be set equal to the Contract Value (after the application of any Death Benefit Adjustment) if it is greater than the current GMDB amount.

The Premium Protection Plus rider provides for a one-time step-up of the GMDB amount on the seventh rider anniversary. If, on the seventh rider anniversary, your Contract Value is greater than the GMDB amount, we will set your GMDB amount equal to your Contract Value.

Excess Withdrawals.

When computing the Premium Protection Plus rider Death Benefit, the GMDB amount is reduced by any excess withdrawals. An excess withdrawal is the amount a withdrawal exceeds the maximum annual withdrawal you may take under the GLWB rider you own. For example, assume the maximum annual withdrawal you may withdraw is \$5,000 under your GLWB rider and in one contract year you withdraw \$6,000. The \$1,000 difference between the \$6,000 withdrawn and the \$5,000 maximum annual withdrawal limit would be an excess withdrawal. Allowable annual withdrawals begin under the GLWB riders when the annuitant reaches 59½, so any withdrawal before the annuitant is 59½ is an excess withdrawal.

An excess withdrawal will reduce the GMDB amount by the greater of (a) the same percentage the excess withdrawal reduces your Contract Value (i.e. pro-rata) or (b) the dollar amount of the excess withdrawal. For example, assume the annuitant is 65 and your GMDB amount is \$100,000 at the beginning of the contract year and your maximum annual withdrawal under your GLWB rider is \$5,000. Assume your Contract Value is \$90,000 and you withdraw \$6,000. First we process that portion of the withdrawal up to your maximum annual withdrawal, which is \$5,000. Because the annuitant is less than 85 years old, your GMDB amount is not reduced for that portion of the withdrawal that is equal to your maximum annual withdrawal, \$5,000. Your Contract Value decreases to \$85,000. Then we process that portion of the withdrawal in excess of your maximum annual withdrawal under your GLWB rider, which is \$1,000. Your GMDB amount will be reduced to \$98,824, i.e. $\$100,000 \times (1 - \$1,000/\$85,000)$ because the pro-rata reduction of \$1,176 is greater than the dollar amount of your \$1,000 excess withdrawal. Your Contract Value will be reduced to \$84,000.

For another example, assume the same facts above except your Contract Value prior to the withdrawal is \$120,000. After we process the maximum annual withdrawal portion of your withdrawal, \$5,000, your GMDB amount remains \$100,000 and your Contract Value is \$115,000. After we process the portion of your withdrawal in excess of your maximum annual withdrawal, your GMDB amount will be reduced to \$99,000 ($\$100,000 - \$1,000$) because the dollar for dollar reduction of \$1,000 is greater than the pro-rata reduction of \$870 ($\$1,000/\$115,000 \times \$100,000$). Your Contract Value will be reduced to \$114,000.

Because the allowable annual withdrawals under the GLWB riders begin when the annuitant is 59½, any withdrawal under the contract prior to the annuitant reaching age 59½ is an excess withdrawal under the Premium Protection Plus rider. Since excess withdrawals may reduce your GMDB amount by an amount greater than the dollar value of your withdrawal, any withdrawals you take before the annuitant is 59½ may significantly reduce or eliminate the Death Benefit under this rider.

Rider Charge.

There is an annual charge for the Premium Protection Plus rider of 0.45% of your GMDB amount. We may increase the charge for this rider on the seventh rider anniversary if your GMDB amount is set equal to your Contract Value. The new charge will be no higher than the then current charge for new issues of the rider or if we are not issuing the rider, a rate we declare, in our sole discretion. We guarantee the new charge will not exceed 0.90%. If we notify you of a charge increase effective upon the step-up on the seventh rider anniversary, you may decline to accept an increase in the charge for the rider by declining the step-up within 30 days in a form acceptable to us.

We reserve the right to lower the charge for this rider at any contract anniversary. If we do lower the charge for the rider, we reserve the right to increase the charge up to the original charge on any contract anniversary.

On each anniversary the charge for the Premium Protection Plus rider will be deducted on a pro rata basis in proportion to your current investment option allocations, but will not be deducted from the DCA account. We reserve the right to prorate the annual charge for the rider if (i) the annuitant dies, (ii) you surrender the contract, (iii) the rider is terminated due to the termination of your GLWB, or (iv) you annuitize your contract.

Termination.

If you choose the Premium Protection Plus rider, you cannot later discontinue it unless we otherwise agree. This rider will terminate if:

- your contract terminates according to its terms (unless otherwise provided in this rider);
- your GMDB amount is reduced to zero;
- your Contract Value is reduced to zero;
- your GLWB rider terminates;
- you annuitize your contract;
- the annuitant dies, except in the case of spousal continuation; or
- you exercise the 8-year guaranteed principal protection rider.

Since you may have the Premium Protection Plus rider only if you have the GLWB Plus rider, any termination of your GLWB rider will automatically terminate the Premium Protection Plus rider as well. If you have purchased the Premium Protection Plus rider and violate the investment restrictions of your GLWB, both the GLWB rider and the Premium Protection Plus rider will be terminated.

Required Minimum Distributions (Qualified Contracts Only).

If you are required to take withdrawals from your contract under the Required Minimum Distribution regulations under the Code, we will allow you to take your Required Minimum Distribution (or “RMD”) for a given year without treating it as an excess withdrawal even if it exceeds your maximum annual withdrawal under your GLWB rider. **Please note that RMDs are calculated on a calendar year basis and your maximum annual withdrawal under your GLWB rider is calculated on a contract year basis.** Any RMD you take until the contract anniversary after the annuitant is 85 years old will not reduce the GMDB amount. Any RMD you take following the contract anniversary after the annuitant is 85 will reduce your GMDB amount dollar for dollar. Any withdrawals in a contract year that exceed your maximum annual withdrawal and your RMD will be considered excess withdrawals. You may withdraw your RMD under this rider without a surrender charge even if your RMD exceeds 10% of your Contract Value.

You will receive RMD treatment on or after January 1 of the first calendar year after your contract was issued. To elect monthly RMD treatment, you must provide Notice to us on or before January 25 of that calendar year and you must elect a monthly payment date on or before the 25th day of the month. If the date you elect is not the end of a Valuation Period (generally, a day when the NYSE is open), we will make the payment on, and as of, the end of the next applicable Valuation Period. If you elect monthly RMD treatment, we will pay you the greater of your RMD or your maximum annual withdrawal on a monthly basis each month. **Once you elect monthly RMD treatment, you cannot revoke it.** You may elect to not take a monthly withdrawal by providing Notice to us, but you will not be able to take that withdrawal later and still receive RMD treatment for it. If you do later take such withdrawal, it will be considered an excess withdrawal.

If you die and your spouse elects to continue the contract, your spouse may revoke monthly RMD treatment by providing Notice to us within 30 days of the later of the date of spousal continuation or December 31 of the calendar year in which you died. If your spouse revokes monthly RMD treatment, he or she may elect monthly RMD treatment in the future when he or she is required to take RMDs from the contract. If your spouse continues the contract, is eligible for monthly RMD treatment and does not revoke monthly RMD treatment, he or she will continue to receive monthly RMD treatment with the applicable RMD amount based upon the continuing spouse's age beginning in the calendar year after you die.

We reserve the right to modify or eliminate RMD treatment if there is any change to the Code or regulations regarding RMDs, including guidance by the Internal Revenue Service. We will provide you 30 days written notice, when practicable, of any modifications to or termination of the RMD treatment with the Premium Protection rider.

Premium Protection Plus (Joint Life).

In the past, we also offered a joint life version of the Premium Protection Plus rider ("Joint Premium Protection Plus"). The Joint Premium Protection Plus death benefit rider is not available for purchase effective August 18, 2012. The Joint Premium Protection Plus rider is the same as the Premium Protection Plus rider except as described below.

The Joint Premium Protection Plus rider is available only when purchased in conjunction with the Joint GLWB Plus described later in this prospectus. If you purchase this rider, you cannot have any other rider except the Joint GLWB Plus, the joint deferral credit rider or the 8-year guaranteed principal protection rider.

Allowable annual withdrawals begin under the Joint GLWB Plus rider when the youngest Participating Spouse reaches 59½, so any withdrawal before the youngest Participating Spouse is 59½ (including any RMD) is an excess withdrawal. Maximum annual withdrawals under the Joint GLWB Plus are also based on the age of the youngest Participating Spouse, so the maximum amount you may withdraw under the Joint Premium Protection Plus rider will depend on the age of the youngest Participating Spouse. You are not eligible for RMD treatment with the Joint Premium Protection Plus rider until the youngest Participating Spouse is 59½ years old. (Please see the description of the Joint GLWB Plus later in this prospectus for more details on the Participating Spouse.)

GMDBR80 Plus/GMDBR85 Plus.

In those states where permitted, in the past we may have offered the GMDBR80 Plus or GMDBR85 Plus at the time the contract was issued. You could not purchase either of these riders once the annuitant was 76 years old.

With the GMDBR80 Plus and GMDBR85 Plus, the death benefit is the greater of (a) the Contract Value as of the effective date of the death benefit adjustment or (b) the GMDB amount. The initial GMDB amount is total net purchase payments made when you purchase the contract and within the first three months after the contract is issued. The GMDB amount is adjusted for withdrawals from the contract as described below and is increased by (i) additional purchase payments and (ii) an increase for each valuation period, until the annuitant attains age 80 (or age 85 for GMDBR85 Plus), at an effective annual rate of 6% for values in variable portfolios (other than the Fidelity® VIP Government Money Market Portfolio). Values in the Fidelity® VIP Government Money Market Portfolio or the Fixed Accumulation Account will accumulate at the lesser of 6% or the rate being credited to the Fidelity® VIP Government Money Market Portfolio or the Fixed Accumulation Account on those days in which the values are so allocated. During the free look period, a different rate may apply in certain states. The total death benefit amount with GMDBR80 Plus shall not exceed two times your total net purchase payments, adjusted for withdrawals. There is no maximum benefit amount for the GMDBR85 Plus.

Any withdrawals in a contract year equal to or less than 6% of the GMDB amount as of the beginning of that year will reduce the GMDB amount and the maximum death benefit amount by the amount of such withdrawals. Any withdrawals in a contract year in excess of 6% of the GMDB amount as of the beginning of that year will reduce the GMDB and maximum death benefit amounts pro rata. In other words, under the pro rata adjustment, the guaranteed minimum death benefit amount and the maximum death benefit amount will both be reduced by the same percentage that the Contract Value was reduced because of the withdrawal in excess of 6%. There is an additional annual charge for this option of 0.25% of the GMDBR80 Plus amount, or 0.45% for the GMDBR85 Plus amount.

The only differences between the GMDBR80 Plus and GMDBR85 Plus are that the GMDBR85 Plus accumulation period goes to 85 instead of 80, the cost is 0.45% instead of 0.25% and there is no maximum benefit for the GMDBR85 Plus.

5% GMDBR80 Plus/GMDBR85 Plus.

In those states where permitted, in the past we offered the 5% GMDBR80 Plus at the time the contract was issued. In the past, we offered the 5% GMDBR85 Plus. You cannot purchase either of these riders once the annuitant is 76 years old.

With the 5% GMDBR80 Plus and the 5% GMDBR85 Plus, the death benefit is the greater of (a) the Contract Value as of the effective date of the Death Benefit Adjustment or (b) the GMDB amount. The initial GMDB amount is total net purchase payments made when you purchase the contract and within the first three months after the contract is issued. The GMDB amount is adjusted for withdrawals from the contract as described below and is increased by (i) additional purchase

payments and (ii) an increase for each valuation period, until the annuitant attains age 80 (or age 85 for 5% GMDBR85 Plus), at an effective annual rate of 5% for values in variable portfolios (other than the Fidelity® VIP Government Money Market Portfolio). Values in the Fidelity® VIP Government Money Market Portfolio or the Fixed Accumulation Account will accumulate at the lesser of 5% or the rate being credited to the Fidelity® VIP Government Money Market Portfolio or the Fixed Accumulation Account on those days in which the values are so allocated. During the free look period, a different rate may apply in certain states. The total death benefit amount with 5% GMDBR80 Plus shall not exceed two times your total net purchase payments, adjusted for withdrawals. There is no maximum benefit amount for the 5% GMDBR85 Plus.

Any withdrawals in a contract year equal to or less than 5% of the GMDB amount as of the beginning of that year will reduce the GMDB amount and the maximum death benefit amount by the amount of such withdrawals. Any withdrawals in a contract year in excess of 5% of the GMDB amount as of the beginning of that year will reduce the GMDB and maximum death benefit amounts pro rata. In other words, under the pro rata adjustment, the guaranteed minimum death benefit amount and the maximum death benefit amount will both be reduced by the same percentage that the Contract Value was reduced because of the withdrawal in excess of 5%. There is an additional annual charge for this option of 0.45% of the 5% GMDBR80 Plus amount or 0.70% for the 5% GMDBR85 Plus amount.

The only differences between the 5% GMDBR80 Plus and 5% GMDBR85 Plus are that the 5% GMDBR85 Plus accumulation period goes to 85 instead of 80, the cost is 0.70% instead of 0.45% and there is no maximum benefit for the 5% GMDBR85 Plus.

Annual Reset Death Benefit Rider.

The following describes the optional Annual Reset Death Benefit riders ("ARDBR") that we offered in the past. Not all of the riders may have been available in all states. You may only have one of the ARDBR riders on your contract. The ARDBR riders we have offered in the past are referred to as the "ARDBR" and "ARDBR (2009)". Generally, the ARDBR riders provide a death benefit equal to the greater of the "earnings base" or the "step-up base" as described below. The ARDBR riders allow you to reset the earnings base each contract year.

ARDBR (2009)

In those states where permitted, we offered the ARDBR (2009) at the time the contract was issued. This rider was available only when purchased in conjunction with the GMIB Plus with Annual Reset (2009) rider described later in this prospectus. If the ARDBR (2009) was available, you could not purchase the ARDBR. You could not purchase the ARDBR (2009) before the annuitant was 45 years old or once the annuitant was 76 years old. With this optional rider, the death benefit is the greater of (a) the Contract Value as of the effective date of the death benefit adjustment or (b) the GMDB amount. The GMDB amount with the ARDBR (2009) is the greater of the (a) "earnings base" or (b) "step-up base."

Earnings Base The initial earnings base is equal to total net purchase payments made when you purchase the contract and within the first three months after the contract is issued. The earnings base is adjusted for withdrawals and is increased by (i) additional purchase payments and (ii) an increase for each valuation period, until the first contract anniversary after the annuitant's 85th birthday, at an annual effective rate equal to the guaranteed earnings rate for values in variable portfolios. However, Contract Values allocated to the Fixed Accumulation Account will accumulate at the lesser of the guaranteed earnings rate or the rate of return being earned in that account. The guaranteed earnings rate for ARDBR (2009) is 5%.

The earnings base is decreased by withdrawals. Beginning 30 days after the rider is issued, any withdrawals you take during a contract year less than or equal to the ARDBR withdrawal amount will reduce the earnings base by the amount of such withdrawals, in other words dollar for dollar. The ARDBR withdrawal amount is determined by multiplying the ARDBR withdrawal percentage by the earnings base as of the beginning of the contract year. The ARDBR withdrawal percentage for ARDBR (2009) is 5%. For example, if the earnings base as of the beginning of the contract year is \$100,000, withdrawals of \$5,000 or less in that contract year will reduce the earnings base dollar for dollar. Beginning with the contract anniversary after the annuitant reaches age 85, withdrawals you make during a contract year equal to or less than ARDBR withdrawal amount will not reduce the earnings base.

If you take withdrawals before the end of the year, there is a risk that the amount of your earnings base at the beginning of the next contract year will be less than the earnings base at the beginning of the current contract year, which would then reduce the amount that you can withdraw on a dollar for dollar basis in the next contract year. However, if you set up a systematic withdrawal program on a monthly, quarterly or semi-annual basis, we will adjust the earnings base at the beginning of the next contract year so that it equals the earnings base at the beginning of the current contract year as long as (a) you have not made any withdrawals before the earlier of (i) 31 days after the rider was issued, or (ii) the end of the first such periodic payment period, and (b) you have no amounts allocated to the Fixed Accumulation Account.

Any withdrawals you take in the first 30 days after the rider is issued and any withdrawals in excess of the ARDBR withdrawal amount will reduce the earnings base pro rata. Under a pro rata reduction, the earnings base will be reduced by the same percentage the withdrawal in excess of the ARDBR withdrawal amount reduces your Contract Value. If your

Contract Value is lower than your earnings base, a pro rata reduction will reduce your earnings base by a greater amount than a dollar for dollar reduction would. For example, assume you have already withdrawn your ARDBR withdrawal amount. If your Contract Value is \$100,000, your earnings base is \$110,000 and you withdraw another \$1,000, your earnings base will be reduced to \$108,900, i.e. $\$110,000 - ([\$1,000/\$100,000] \times \$110,000)$. If your Contract Value is higher than your earnings base, a pro rata reduction will reduce your earnings base less than a dollar for dollar reduction would. For example, assume you have already withdrawn your ARDBR withdrawal amount. If your Contract Value is \$110,000, your earnings base is \$100,000 and you withdraw another \$1,000, your earnings base will be reduced to \$99,090, i.e. $\$100,000 - ([\$1,000/\$110,000] \times \$100,000)$.

The earnings base shall not exceed 15 times your total net purchase payments, minus amounts for any withdrawals from your contract. This means that, unless the step-up base is higher, the total death benefit amount with this rider will not exceed 15 times your total net purchase payments. Any withdrawals you take during a contract year less than or equal to the ARDBR withdrawal amount will reduce the maximum earnings base by the amount of such withdrawals, in other words dollar for dollar. Any withdrawals in excess of the ARDBR withdrawal amount will reduce the maximum earnings base pro rata.

Step-Up Base. At contract issue, the step-up base equals net purchase payments. On each contract anniversary, the step-up base will increase, until the anniversary following the annuitant's 85th birthday, to the Contract Value if greater than the prior step-up base. The step-up base is increased by the amount of each subsequent net purchase payment at the time of payment. All withdrawals are taken from the step-up base on a pro rata basis. That means the step-up base will be reduced by the same percentage the withdrawal reduces your Contract Value.

Resets. On any contract anniversary, you may elect to reset the ARDBR (2009) by resetting the GMIB Plus with Annual Reset (2009) rider described later in this prospectus. On reset, the ARDBR (2009) earnings base and the GMIB Plus with Annual Reset (2009) rider guaranteed earnings income base will both be reset to the then-current Contract Value. Therefore, if you reset to a higher base, your death benefit under the ARDBR (2009) and income benefit under the GMIB Plus with Annual Reset (2009) rider will increase. If you reset, the ARDBR maximum earnings base will be reset to 15 times the then-current Contract Value. Because you may only reset the ARDBR (2009) by resetting the GMIB Plus with Annual Reset (2009) and because you may decline an increase in charge for the GMIB Plus with Annual Reset (2009) by refusing such reset, please note that if you decline a charge increase with the GMIB Plus with Annual Reset (2009) rider by refusing the reset of the guaranteed earnings income base, you will not be able to reset the ARDBR (2009).

Rider Charge. There is an additional annual charge for the ARDBR (2009) of 0.85% of your death benefit amount. We may increase the charge for this rider on any reset. The new charge will be no higher than the then current charge for new issues of the ARDBR (2009), which we guarantee will not exceed 1.40%. The ARDBR (2009) is available only when purchased in conjunction with the GMIB Plus with Annual Reset (2009).

***Termination.* Since you may only have the ARDBR (2009) if you have the GMIB Plus with Annual Reset (2009) rider, any termination of the GMIB Plus with Annual Reset (2009) rider will automatically terminate the ARDBR (2009) as well. If you have purchased the ARDBR (2009) and violate the investment restrictions of the GMIB Plus with Annual Reset (2009), both the GMIB Plus with Annual Reset (2009) rider and the ARDBR (2009) will be terminated.**

You may terminate the ARDBR (2009) as of any contract anniversary by providing Notice to us prior to or within 15 days of that anniversary. If you choose to terminate the rider by providing Notice to us prior to the contract anniversary, a full annual rider charge will be assessed without being prorated to the date of termination.

ARDBR

If the ARDBR (2009) was not available, in those states where permitted, we offered the ARDBR at the time the contract was issued. This rider was available only when purchased in conjunction with the GMIB Plus with Annual Reset described later in this prospectus. You could not purchase the ARDBR after the annuitant was age 75. With this optional rider, the death benefit is the greater of (a) the Contract Value as of the effective date of the death benefit adjustment or (b) the GMDB amount. The GMDB amount with the ARDBR is the greater of the (i) "earnings base" or (ii) "step-up base".

Earnings Base. The initial earnings base is equal to total net purchase payments made when you purchase the contract and within the first three months after the contract is issued. The earnings base is adjusted for withdrawals and is increased by (i) additional purchase payments and (ii) an increase for each valuation period, until the annuitant reaches age 85, at an annual effective rate of 6% for values in variable portfolios (other than the Fidelity® VIP Government Money Market Portfolio). However, Contract Values allocated in the Fidelity® VIP Government Money Market Portfolio or the Fixed Accumulation Account will earn the rate of return being earned in those accounts. The earnings base is decreased by withdrawals. Any withdrawals during a contract year less than or equal to 6% of the earnings base as of the beginning of the contract year will reduce the earnings base by the amount of such withdrawals, in other words dollar for dollar. Any withdrawals in excess of 6% of the earnings base at the beginning of the contract year will reduce the earnings base pro rata. Under a pro rata

reduction, the earnings base will decrease by the same percentage reduction of the Contract Value that resulted from the withdrawal in excess of 6%.

Step-Up Base. At contract issue, the step-up base equals net purchase payments. Each contract anniversary, the step-up base will increase, until the anniversary following the annuitant's 85th birthday, to the Contract Value if greater than the prior step-up base. The step-up base is increased by the amount of each subsequent net purchase payment at the time of payment. All withdrawals are taken from the step-up base on a pro rata basis.

Resets. On any contract anniversary, you may elect to reset the ARDBR by resetting the GMIB Plus with Annual Reset. On reset, the ARDBR earnings base and the GMIB Plus with Annual Reset's guaranteed earnings income base will both equal the then-current Contract Value. Therefore, if you reset to a higher base, your death benefit under the ARDBR and income benefit under the GMIB Plus with Annual Reset will increase.

Rider Charge. There is an additional annual charge for the ARDBR of 0.60% of your death benefit amount.

Termination. You may cancel the ARDBR as of any contract anniversary by providing Notice to us prior to or within 15 days of that anniversary. If you choose to terminate the rider by providing Notice to us prior to the contract anniversary, a full annual rider charge will be assessed without being prorated to the date of termination.

Gain Enhancement Benefit.

In those states where permitted, we offer Gain Enhancement Benefit ("GEB") riders at the time the contract is issued. You cannot purchase these riders once the annuitant is 76 years old. This benefit will never exceed \$1,000,000. With the GEB option, the following amount will be added to any other amount payable upon the annuitant's death:

- 25% of the lesser of (a) two times net purchase payments less pro rata withdrawals or (b) the total Contract Value on the date of death minus net purchase payments less pro rata withdrawals; or
- 40% of the lesser of (a) two and a half times net purchase payments less pro rata withdrawals, or (b) the total Contract Value on the date of death minus net purchase payments less pro rata withdrawals. This is the GEB "Plus."

For the regular GEB option, there is an additional annual charge of 0.15% of the Contract Value (or 0.30% if the annuitant is age 71 to 75 when your contract is issued). If you choose the GEB "Plus," the charge is 0.30% of the Contract Value (or 0.60% for issue ages 71 to 75). After the contract has been in effect for 6 months, any purchase payments made within 6 months before the date of death will not be included for calculating the amount of this benefit. You may choose GEB in addition to one of the other death benefit options. If you choose GEB, you cannot later discontinue it. That means even if the GEB will be of no further benefit to you, you will continue to be charged for it.

Summary.

The following is a summary of the currently available optional death benefit riders. For complete details on the riders, see the individual descriptions above.

Optional Rider	Features	Who may want to consider the Rider	Charge
Annual Stepped-Up Death Benefit	<ul style="list-style-type: none"> • Guarantees that the death benefit will be the greater of total purchase payments or the highest contract anniversary value. • Increases the death benefit to the contract value, adjusted for subsequent purchase payments and withdrawals. • Stops accumulating at contract anniversary after annuitant's 85th birthday. • Cannot purchase once the annuitant is 76. 	Those who wish to protect their death benefit from market downturns by locking in gains on every contract anniversary.	0.25% (maximum and current)

Premium Protection (Single Life)	<ul style="list-style-type: none"> • Guarantees a death benefit equal to your purchase payments, adjusted for withdrawals. • Adjusted dollar for dollar on annual withdrawals that do not exceed the allowable withdrawals under the GLWB Plus. • Reduced by the greater of the excess dollar amount of the withdrawal or the pro rata reduction for any withdrawals that are excess withdrawals under the GLWB Plus. • Cannot purchase once the annuitant is 76. • Sold only in conjunction with the GLWB Plus. 	Those who want to ensure, through the GLWB Plus and this rider, the return of their original principal.	<p>For issues ages through 70: 0.10% (maximum and current)</p> <p>For issue ages 71-75: 0.25% (maximum and current)</p>
Premium Protection (Joint Lives)	<ul style="list-style-type: none"> • Like Premium Protection except for the following: <ul style="list-style-type: none"> ◦ Sold only in conjunction with the Joint GLWB Plus. 	Those who want to ensure, through the Joint GLWB Plus and this rider, the return of their original principal.	<p>For issues ages through 70: 0.10% (maximum and current)</p> <p>For issue ages 71-75: 0.25% (maximum and current)</p>

Annuity Period

Annuity Payout Date

Annuity payments begin on the annuity payout date. You may select this date when the contract is issued. It must be at least 30 days after the contract date. You may change it at any time by providing Notice to us prior to the earlier of (i) the annuitant's death or (ii) the annuity payout date. The contract restricts the annuity payout date to not later than the first of the month following the annuitant's 90th birthday. This restriction may be modified by applicable state law, or we may agree to waive it or to allow the annuitant to defer receiving annuity payments. If you choose to defer receiving annuity payments, unless a rider provides otherwise, your contract will no longer qualify for any guaranteed living benefit or the Death Benefit Adjustment upon the death of the Annuitant.

The contracts include our guarantee that we will pay annuity payments for the lifetime of the annuitant (and any joint annuitant) in accordance with the contract's annuity rates, no matter how long you live.

Once annuity payments begin, you may not surrender the contract for cash except that, upon the death of the annuitant, the beneficiary may surrender the contract for the commuted value of any remaining period-certain payments.

Annuity Options

You may elect one or more of the following annuity options. You may change the election any time before the annuity payout date. The variable part of the Contract Value will be used to provide a variable annuity and the fixed portion of the contract will be used to provide a fixed annuity, unless you elect otherwise.

Option 1(a): Life Annuity with installment payments for the lifetime of the annuitant. (The contract has no more value after the annuitant's death). Under this annuity option, it is possible to receive only one annuity payment.

Option 1(b): Life Annuity with installment payments guaranteed for five years and then continuing during the remaining lifetime of the annuitant.

- Option 1(c): Life Annuity with installment payments guaranteed for ten years and then continuing during the remaining lifetime of the annuitant.
- Option 1(d): Installment Refund Life Annuity with payments guaranteed for a period certain and then continuing during the remaining lifetime of the annuitant. The number of period-certain payments is equal to the amount applied under this option divided by the amount of the first payment.
- Option 2(a): Joint & Survivor Life Annuity with installment payments during the lifetime of the annuitant and then continuing during the lifetime of a contingent annuitant. (The contract has no more value after the second annuitant's death.) Under this annuity option, it is possible to receive only one annuity payment.
- Option 2(b): Joint & Survivor Life Annuity with installment payments guaranteed for ten years and then continuing during the remaining lifetime of the annuitant or a contingent annuitant.

We may agree to other settlement options.

Unless you direct otherwise, we will apply the Contract Value as of the annuity payout date to provide annuity payments pro-rata from each Fund in the same proportion as the Contract Values immediately before the annuity payout date.

If no election is in effect on the annuity payout date, we will apply Contract Value under Option 1(c) with the beneficiary as payee for any remaining period-certain installments payable after the death of the annuitant. The Pension Reform Act of 1974 might require certain contracts to provide a Joint and Survivor Annuity. If the contingent annuitant is not related to the annuitant, Options 2(a) and 2(b) are available only if we agree.

Determination of Amount of the First Variable Annuity Payment

To determine the first variable annuity payment we apply the Contract Value for each Fund in accordance with the contract's settlement option tables. We divide the account value by \$1,000 and then multiply the result by the applicable factor in the contract's settlement option tables. The rates in those tables depend upon the annuitant's (and any contingent annuitant's) age and sex and the option selected. The annuitant's sex is not a factor in contracts issued to plans sponsored by employers subject to Title VII of the Civil Rights Act of 1964 or similar state statutes. We determine the value to be applied at the end of a valuation period (selected by us and uniformly applied) not more than 10 valuation periods before the annuity payout date.

If the amount that would be applied under an option is less than \$5,000 (\$2,000 in New York), we will pay the Contract Value to the annuitant in a single sum. If the first periodic payment under any option would be less than \$25 (\$20 in New York), we may change the frequency of payments so that the first payment is at least \$25 (\$20 in New York).

Annuity Units and Variable Payments

After your first annuity payment, later variable annuity payments will vary to reflect the investment performance of your Funds. The amount of each payment depends on the number of your annuity units. To determine the number of annuity units for each Fund, divide the dollar amount of the first annuity payment from each Fund by the value of that Fund's annuity unit. This number of annuity units remains constant during the annuity payment period unless you transfer among Funds.

We set the annuity unit value for each Fund for the valuation period when the first variable annuity was calculated for these contracts. The annuity unit value for each later valuation period equals the annuity unit value for the immediately preceding valuation period multiplied by the net investment factor for such later valuation period and by a factor (0.999919 for a one-day valuation period) to neutralize a 3% assumed interest rate. A higher interest assumption would mean a higher initial annuity payment but a more slowly rising series of subsequent annuity payments if annuity unit values were increasing (or a more rapidly falling series of subsequent annuity payments if annuity unit values were decreasing). A lower interest

assumption would have the opposite effect. If the actual net investment rate were equal to the assumed interest rate, annuity payments would stay level.

The dollar amount of each later variable annuity payment equals your constant number of annuity units for each Fund multiplied by the value of the annuity unit for the valuation period.

Transfers During Annuity Payout

After annuity payments have been made for at least 12 months, the annuitant can change the Funds on which variable annuity payments are based. There is no transfer fee during annuity payout. Transfers may not be made between guaranteed and variable accounts during annuity payout. You may change the underlying Funds by providing Notice to us in writing at our administrative Office. Upon receipt of your request, we will change that portion of the periodic variable annuity payment as you direct to reflect the investment results of different Funds. To do this, we convert the number of annuity units being changed to the number of annuity units of the Funds to which you are changing. If an annuity payment is already in process at the time we receive your request to change the Fund allocations, the change will not be reflected in your next annuity payment. It will be reflected in the payment received thereafter.

Optional Living Benefit Riders

Optional Guaranteed Lifetime Withdrawal Benefit ("GLWB") Riders

This section describes the optional Guaranteed Lifetime Withdrawal Benefit ("GLWB") riders that we may offer. You may only have one of the GLWB riders on your contract.

Subject to the conditions described below, the GLWB riders provide a guaranteed level of withdrawals from your contract in each contract year for the lifetime of the annuitant beginning when the annuitant is age 59½. The GLWB riders may help protect you from the risk that you may outlive your income.

GLWB Plus

We currently offer the GLWB Plus rider when you apply for the contract. In the future we may, at our sole option, offer the GLWB Plus rider to existing contracts, in which case it may be added on a contract anniversary. You may not purchase the GLWB Plus rider if you have any rider, other than the annual stepped-up death benefit, Premium Protection death benefit, Premium Protection Plus death benefit, the deferral credit riders, or the 8-year guaranteed principal protection rider. You may not purchase the rider once the annuitant is 86 years old. If the GLWB Plus is available, you may not purchase the GMIB Plus with Annual Reset (2009).

Any guarantees under the contract that exceed the value of your interest in the separate account VAN, such as guarantees associated with the GLWB Plus rider, are paid from our general account (not the VAN). Therefore, any amounts that we may pay under the contract in excess of your interest in the VAN are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. In the event of an insolvency or receivership, payments we make from our general account to satisfy claims under the contract would generally receive the same priority as our other policyholder obligations.

With the GLWB Plus rider, you may take annual withdrawals up to a maximum amount regardless of your Contract Value and without a surrender charge. The maximum annual withdrawals you may take are determined by applying a percentage to a value we refer to as the GLWB base. The percentage you may take is set at the time of your first withdrawal under the rider and is based on the annuitant's age bracket. The higher the annuitant's age bracket at the time of the first withdrawal, the larger the allowable withdrawal percentage will be. Unlike the GLWB base, the percentage can only change in limited circumstances. The GLWB base, which is described below, is recalculated at least annually, so the maximum annual withdrawals you may take can change every contract year. Certain of your actions can increase or decrease the GLWB base, which would affect your maximum annual withdrawals. These actions include making additional purchase payments, not taking withdrawals, taking withdrawals before age 59½ or taking more than the maximum annual withdrawals.

GLWB base.

The initial GLWB base is equal to your initial net purchase payment (excluding any extra credits, if applicable) if the rider is added when the contract is issued. If the rider is added after your contract is issued, the initial GLWB base is equal to your Contract Value when the rider is added. The GLWB base is increased dollar for dollar by purchase payments when made and decreased for "excess withdrawals" as described below. (If you make an additional purchase payment on the day the rider is added, the GLWB base will be increased by the additional purchase payment.) Withdrawals that do not exceed the maximum annual withdrawals allowed under this rider will not decrease the GLWB base but will decrease your Contract Value, the

Death Benefit under your contract, the optional annual stepped-up death benefit or Premium Protection death benefit rider and the guaranteed principal amount under the 8-year guaranteed principal protection rider. **We reserve the right to limit or not allow additional purchase payments to contracts with the GLWB Plus.**

On each contract anniversary, the GLWB base is reset to the greatest of (a) the GLWB base as of the previous contract anniversary plus subsequent net purchase payments (excluding any extra credits, if applicable), adjusted for any excess withdrawals, (b) the then-current Contract Value, after deducting any applicable charges for the contract or any rider you have, (also called the “step-up base”) or (c) the “annual credit base” described below. If we notify you that the charge for the GLWB Plus will be increased upon a reset to the step-up base, you have a right to opt out of the reset to the step-up base within 30 days after your contract anniversary. See the *Charge* section below for more information.

The GLWB base is used solely for the purpose of calculating benefits under the GLWB Plus rider. It does not provide a Contract Value or guarantee performance of any investment option.

Annual credit base.

With the GLWB Plus, there is a ten-year period called the “annual credit period” that begins on the date the rider is issued. During the annual credit period, you may be eligible for the annual credit base, which provides for a credit to your GLWB base of 6% simple interest (for riders applied for on or after May 1, 2014) of the “Annual Credit Calculation Base” for each year you do not take any withdrawals. (The 6% simple interest is referred to as an annual credit.) You will start a new ten-year annual credit period on each contract anniversary the GLWB base is set equal to the step-up base. If your GLWB base is not set equal to the step-up base, you will not start a new ten-year annual credit period. If you take a withdrawal from your contract during the annual credit period, you will not be eligible for any annual credit for the year in which you took the withdrawal.

The annual credit base on a rider anniversary is equal to:

- (a) the GLWB base as of the prior contract anniversary, plus
- (b) net purchase payments (excluding any extra credits, if applicable) made during the prior contract year, plus
- (c) 6% of the Annual Credit Calculation Base.

The Annual Credit Calculation Base is the amount to which the 6% annual credit rate is applied. The Annual Credit Calculation Base is equal to the GLWB base at the beginning of the annual credit period, increased for any additional net purchase payments (excluding any extra credits, if applicable) made since the beginning of the annual credit period. If there is an excess withdrawal and the GLWB base after it has been adjusted for the excess withdrawal is less than the Annual Credit Calculation Base, the Annual Credit Calculation Base will be lowered to the GLWB base at that time.

For riders applied for before May 1, 2014, the annual credit is 8%.

We reserve the right to change the annual credit rate for the GLWB Plus on new riders issued in the future.

Deferral Credit Rider.

If you applied for the GLWB Plus before May 1, 2014, we issued a deferral credit rider with age requirements. With this deferral credit rider, if you take no withdrawals until the later of (i) the rider anniversary immediately following the annuitant’s 70th birthday (youngest Participating Spouse’s 78th birthday with the Joint GLWB Plus) or (ii) your tenth rider anniversary, we guarantee that your GLWB base on the later of such dates will be at least:

- (a) 200% of an amount equal to (i) your initial GLWB base plus (ii) total net subsequent purchase payments made in the first contract year the rider is in effect, plus
- (b) any net purchase payments made after the first contract year the rider is in effect; plus
- (c) any annual credits (as described above in *Annual Credit Base*) that you may earn on any net purchase payments made after the first contract year the rider is in effect.

For example, if your initial purchase payment is \$100,000, you make no additional purchase payments and you take no withdrawals, we guarantee your GLWB base on the later of the tenth rider anniversary or the annuitant’s 70th birthday will be at least \$200,000. In this example, if you make an additional purchase payment of \$100,000 in year one, we guarantee your GLWB base on the later of the tenth rider anniversary or the annuitant’s 70th birthday will be at least \$400,000. If you also make an additional purchase payment in year three of \$50,000 and the annuitant is 60 years old or older when the rider is issued, for riders applied for before May 1, 2014, we guarantee your GLWB base on the tenth rider anniversary will be at least \$482,000, which is 200% of (\$100,000 initial purchase payment + \$100,000 additional purchase payment in year one) + \$50,000 additional purchase payment in year three + \$32,000 (8% annual credits earned on the \$50,000 additional purchase payment for years three through ten).

There is no additional annual charge for the deferral credit rider with age requirements.

Excess withdrawals.

The GLWB base is reduced by any excess withdrawals. An excess withdrawal is the amount a withdrawal exceeds the maximum annual withdrawal under this rider. For example, assume the maximum annual withdrawal you may withdraw is \$5,000 under the GLWB Plus rider and in one contract year you withdraw \$6,000. The \$1,000 difference between the \$6,000 withdrawn and the \$5,000 maximum annual withdrawal limit would be an excess withdrawal. An excess withdrawal will reduce your GLWB base by the greater of (a) the same percentage the excess withdrawal reduces your Contract Value (i.e. pro-rata) or (b) the dollar amount of the excess withdrawal.

For example, assume your GLWB base is \$100,000 at the beginning of the contract year and your withdrawal percentage is 5%, so your maximum annual withdrawal is \$5,000. That means you can withdraw \$5,000 without it affecting your GLWB base. Assume your Contract Value is \$90,000 and you withdraw \$6,000. First we process that portion of the withdrawal up to your maximum annual withdrawal, which is \$5,000. Your GLWB base remains \$100,000 and your Contract Value decreases to \$85,000. Then we process that portion of the withdrawal in excess of your maximum annual withdrawal, which is \$1,000. Because you have already taken your maximum annual withdrawal, the \$1,000 withdrawal will reduce the GLWB base. Your GLWB base will be reduced to \$98,824, i.e. $\$100,000 \times (1 - \$1,000/\$85,000)$ because the pro-rata reduction of \$1,176 is greater than the dollar amount of your \$1,000 excess withdrawal. Your Contract Value will be reduced to \$84,000.

For another example, assume the same facts above except your Contract Value prior to the withdrawal is \$120,000. After we process the maximum annual withdrawal portion of your withdrawal, \$5,000, your GLWB base remains \$100,000 and your Contract Value is \$115,000. After we process the portion of your withdrawal in excess of your maximum annual withdrawal, your GLWB base will be reduced to \$99,000 ($\$100,000 - \$1,000$) because the dollar for dollar reduction of \$1,000 is greater than the pro-rata reduction of \$870 ($\$1,000/\$115,000 \times \$100,000$). Your Contract Value will be reduced to \$114,000.

Because the allowable annual withdrawals under the GLWB Plus rider begin when the annuitant is 59½, any withdrawal under the contract prior to the annuitant reaching age 59½ is an excess withdrawal. Since excess withdrawals reduce your GLWB base by the greater of pro-rata or the dollar amount of the excess withdrawal, any withdrawals you take before the annuitant is 59½ may significantly reduce or eliminate the lifetime maximum annual withdrawals under this rider.

Maximum Annual Withdrawals.

The maximum amount you may withdraw in a contract year under the GLWB Plus rider without reducing your GLWB base is based upon the annuitant’s age when withdrawals begin. For GLWB Plus riders applied for on or after May 1, 2014, the maximum amount you may withdraw in a contract year under the GLWB Plus rider is equal to the following withdrawal percentages multiplied by the “GLWB base”:

<u>Annuitant’s Age</u>	<u>Maximum Annual Withdrawal %</u>
59½ to 64	4.00%
65 to 69	4.50%
70 to 74	5.00%
75 to 79	5.50%
80 to 84	6.25%
85+	7.00%

For GLWB Plus riders applied for before May 1, 2014, the maximum amount you may withdraw in a contract year under the GLWB Plus rider is equal to the following withdrawal percentages multiplied by the “GLWB base”:

<u>Annuitant’s Age</u>	<u>Maximum Annual Withdrawal %</u>
59½ to 64	4.10%
65 to 74	5.10%
75 to 79	5.75%
80 to 84	6.25%
85+	7.00%

In the future, we may offer GLWB Plus riders that have different maximum annual withdrawal percentages.

After you start taking withdrawals, the maximum percentage you may withdraw will not automatically increase to a higher percentage when the annuitant reaches a higher age bracket. Your maximum withdrawal percentage will only increase, based

on the annuitant's then current age, on any contract anniversary on which the GLWB base has been increased to the step-up base as described under "GLWB base." You may opt out of a reset to the step-up base and avoid an increase in the rider's charge, but you will then no longer be eligible for any further resets of the GLWB base to the step-up base. If you opt-out, you will also no longer be eligible for any increases in the maximum annual withdrawal percentages based on the annuitant's age.

Any withdrawal you take before the annuitant is 59½ is an excess withdrawal and reduces the GLWB base by the greater of the pro-rata or dollar amount of the excess withdrawal. It does not affect the maximum percentage you may withdraw once you take your first withdrawal after the annuitant is 59½.

You may withdraw the maximum annual withdrawal amount under the GLWB Plus rider without a surrender charge even if the maximum annual withdrawal amount exceeds 10% of your Contract Value.

Withdrawals under the GLWB Plus will be deducted pro-rata from the investment options you have selected.

Please note that if you have the annual stepped-up death benefit, any withdrawals you take under the GLWB Plus (including maximum annual withdrawals) reduce the death benefit pro-rata. Therefore, you should carefully consider whether the annual stepped-up death benefit is appropriate for you.

Example.

Please see Appendix C for a detailed example of how the annual credit base and withdrawals work with the GLWB Plus.

Lifetime Annuity Period.

During the Lifetime Annuity Period, we will pay you monthly payments in an annual amount equal to the then current annual withdrawal amount you may take under the GLWB Plus rider for the lifetime of the annuitant. Once you enter the Lifetime Annuity Period, we will not accept any additional purchase payments and you will no longer be eligible for any further increases in the GLWB base. Furthermore, except for the Premium Protection death benefit rider or the Premium Protection Plus death benefit rider which continue if you enter the Lifetime Annuity Period and the rider value is greater than zero, the contract will only provide the benefits under the GLWB Plus rider.

You will enter the "Lifetime Annuity Period" when (a) the annuitant is at least 59½ years old and (b) the earlier of (i) the day your Contract Value goes to zero other than because of an excess withdrawal (such as due to a decline in market value or an allowable withdrawal) or (ii) the contract anniversary immediately following the annuitant's 95th birthday.

When you enter the Lifetime Annuity Period, we will immediately make a payment to you equal to the excess, if any, of your maximum annual withdrawal over the total withdrawals you have taken during that contract year. If you were taking systematic withdrawals, your payments will continue until you have reached your maximum annual withdrawal for the contract year. If the total of withdrawals previously taken and those scheduled to be taken under a continuing systematic payment do not exhaust the maximum annual withdrawal for the contract year, upon entering the Lifetime Annuity Period, we will immediately make a payment to you equal to the excess of your maximum annual withdrawal over the total of withdrawals taken and scheduled. Then, you will begin receiving the lifetime annuity on the first day of the month following the first contract anniversary in the Lifetime Annuity Period.

If your Contract Value goes to zero other than because of an excess withdrawal before the annuitant is 59½ years old, the Lifetime Annuity Period is deferred until the annuitant reaches age 59½. In determining whether your Contract Value goes to zero because of an excess withdrawal, we will first calculate your Contract Value for that valuation period and then determine the effect of an excess withdrawal on your Contract Value. If a decline in market value and the then allowable withdrawal reduce your Contract Value to zero on a day you requested an excess withdrawal, we will not pay you the excess withdrawal since you do not have any Contract Value left based upon the non-excess portion of your requested withdrawal. You will, however, still be eligible to enter the Lifetime Annuity Period. If the excess withdrawal reduces your Contract Value to zero, you will not be eligible to enter the Lifetime Annuity Period and your rider will terminate.

For example, assume your allowable withdrawal is \$5,000, your Contract Value is \$5,500 and you request a withdrawal of \$6,000. Further assume on the day you request the withdrawal, your Contract Value declines by \$500. We first process the change in Contract Value due to the market and the allowable withdrawal, which reduces your Contract Value to zero (\$5,500 — \$500 market decline — \$5,000 allowable withdrawal). You cannot take the \$1,000 excess withdrawal since your Contract Value is zero, but you will be eligible to enter the Lifetime Annuity Period and receive monthly payments equal to one-twelfth of your current maximum annual withdrawal.

Now assume your allowable withdrawal is \$5,000, your Contract Value is \$6,000 and you request a withdrawal of \$6,000. Also assume on the day you request the withdrawal, your Contract Value declines by \$500. We first process the change in Contract Value due to the market and the allowable withdrawal, which reduces your Contract Value to \$500 (\$6,000 — \$500 market decline — \$5,000 allowable withdrawal). We then process the excess withdrawal. Since your Contract Value is \$500, you may only take another \$500. Because the \$500 is an excess withdrawal, we will assess a surrender charge against

that amount and you would receive less than the additional \$500. The excess withdrawal reduces your Contract Value to zero; therefore, you will not be eligible to enter the Lifetime Annuity Period. **You should carefully consider any withdrawal that may totally deplete your Contract Value and should talk to your registered representative to determine whether the withdrawal would be appropriate for you.**

Generally, for riders applied for before May 1, 2016, with the GLWB Plus rider, we will delay the annuity payout date under your contract (which is not later than the first of the month following the annuitant's 90th birthday) to the contract anniversary immediately following the annuitant's 95th birthday. This does not affect the termination of, or extend, any Death Benefit under the contract or other rider unless expressly stated in the rider. In lieu of the benefits under the GLWB Plus rider, you may annuitize under the terms of your contract or under the terms of any single premium, immediate fixed annuity we offer based upon your Contract Value at that time. We will notify you at least 90 days in advance of your annuitization. At that time you may ask us what other options are available to you.

If you elect the lifetime annuity payout option and there is Contract Value remaining in your annuity, you should ask us about the alternative immediate fixed annuity options that we might have generally available for sale at that time. It is possible that one of those alternative fixed annuity options might pay you a higher stream of income or otherwise better fit your circumstances and needs. We will be happy to provide you with whichever immediate fixed annuity option you choose.

You should consult with your registered representative to determine which payout option is best for you.

Rider Charge.

If you choose the GLWB Plus rider, there is an annual charge of 1.05% of the GLWB base (0.95% for riders applied for before May 1, 2014). The charge for the GLWB Plus rider ends when you begin the Lifetime Annuity Period or the rider terminates. (See "Termination" below.) We may increase the charge for the GLWB Plus rider on any contract anniversary that your GLWB base is reset to the step-up base once the rider reaches the third anniversary. That means if your GLWB base is never increased to the step-up base, we will not increase your charge. The new charge will not be higher than the then current charge for new issues of this rider or if we are not issuing the rider, a rate we declare, in our sole discretion. For the GLWB Plus, we guarantee the new charge will not exceed 2.00% of the GLWB base.

You may opt out of a reset to the step-up base and avoid an increase in the charge, but you will then no longer be eligible for any further resets of the GLWB base to the step-up base. If you opt-out, you will also no longer be eligible for any increases in the maximum annual withdrawal percentages based on the annuitant's age. To opt-out of an increase in the charge, you must notify us in writing, or in any other manner acceptable to us, within 30 days of the contract anniversary.

We reserve the right to lower the charge for the GLWB Plus rider at any contract anniversary. If we do lower the charge for the rider, we reserve the right to increase the charge up to the original charge on any contract anniversary.

On each anniversary the charge for your GLWB rider will be deducted on a pro rata basis in proportion to your current investment option allocations, but will not be deducted from the DCA account. We reserve the right to prorate the annual charge for the rider if (i) the annuitant dies, (ii) you surrender the contract, (iii) the rider is terminated because you violate the investment restrictions, or (iv) you annuitize your contract.

Investment Restrictions.

Effective March 3, 2017, in order to have the GLWB Plus rider, you must allocate your purchase payments and Contract Value in accordance with the Fund Category requirements described in "Investment Restrictions for Certain Optional Riders." If you purchased the GLWB Plus rider prior to March 3, 2017, these revised requirements will only apply to you if you make additional purchase payments or transfer requests. You may not allocate purchase payments or Contract Value to the Fixed Accumulation Account. You may allocate purchase payments to the Enhanced DCA account and transfer amounts in accordance with the investment restrictions. **If you cease to comply with the requirements described in "Investment Restrictions for Certain Optional Riders," we will terminate your GLWB Plus rider.** If the rider is so terminated, a prorated annual rider charge will be assessed.

If you have the GLWB Plus, the investment options available to you for the allocation of your purchase payments and Contract Value are much more limited than the investment options available under the contract without the rider. The investment options available if you do not have the GLWB Plus offer the potential for more variability in their returns, either higher or lower. The investment options with the GLWB Plus seek to moderate overall volatility or hedge against downmarket volatility. Other investment options that are available if you do not select the GLWB Plus may offer the potential for higher returns. **You should consult with your registered representative and carefully consider whether the limited investment options with the GLWB Plus meet your investment objectives and risk tolerance.**

Guaranteed Principal Protection with the GLWB Plus

If you applied for the GLWB Plus before May 1, 2014, we issued a guaranteed principal protection rider at the time the GLWB Plus rider was issued. With this rider, if you do not make any withdrawals in the first 8 years the rider is in effect and

you elect to exercise the benefit, we guarantee that your Contract Value at the end of the eight-year term will not be less than it was at the beginning of the 8-year term. If you elect to exercise the benefit, on the last day of the 8-year term if your “eligible contract value” is less than the guaranteed principal amount, we will add an amount to your Contract Value to increase the eligible contract value to the guaranteed principal amount.

If this rider is added when your contract is issued, your eligible contract value is equal to your initial purchase payment plus any purchase payments you make within the first 6 months after your contract is issued. If this rider is added after the contract is issued, the eligible contract value is equal to your Contract Value on the date the rider is added. Your eligible contract value is adjusted for any gains or losses in your Contract Value due to performance of the investment options you have selected. It is also reduced by the dollar amount of any withdrawals you take and for applicable rider and contract charges.

The guaranteed principal amount is your Contract Value as of the first day of the rider’s term (plus, if the rider is added when the contract is issued, any purchase payments you make in the first 6 months) reduced pro rata for any withdrawals you make during the 8 year term. A pro rata reduction means that a withdrawal will reduce the guaranteed principal amount by the same percentage the withdrawal reduces the eligible contract value. For example, assume (i) your eligible contract value is \$200,000; (ii) your guaranteed principal amount is \$100,000 and (iii) you take a withdrawal of \$50,000. Your eligible contract value would be reduced to \$150,000 (\$200,000 – \$50,000). Your guaranteed principal amount would be reduced by the same percentage (25%) to \$75,000.

You must elect to exercise this benefit by providing Notice to us within 15 days of the 8th rider anniversary. **If you elect to exercise this benefit, your GLWB Plus rider, any Premium Protection or Premium Protection Plus riders and any deferral credit rider you have will terminate and you will receive no further benefits under those riders.**

There is no charge for this guaranteed principal protection rider in conjunction with the GLWB Plus.

This 8-year guaranteed principal protection rider will terminate when the GLWB Plus rider terminates. Also, this rider will terminate upon (i) the expiration of its 8-year term if it is not elected on, or up to 15 days after, the 8th rider anniversary; (ii) commencement of any annuity option or (iii) the death of the Annuitant, except in the case of Spousal Continuation.

Required Minimum Distributions (Qualified Contracts Only).

If you are required to take withdrawals from your contract under the Required Minimum Distribution regulations under the Code, we will allow you to take your Required Minimum Distribution (or “RMD”) for a given year even if it exceeds your maximum annual withdrawal under the GLWB Plus rider without it affecting your GLWB base. **Please note that RMDs are calculated on a calendar year basis and your maximum annual withdrawal under your GLWB rider is calculated on a contract year basis.** Any withdrawals in a contract year that exceed your maximum annual withdrawal and your RMD will be considered excess withdrawals and will reduce the GLWB base. You may withdraw your RMD under the GLWB Plus rider without a surrender charge even if your RMD exceeds 10% of your Contract Value.

You will receive RMD treatment on or after January 1 of the first calendar year after your contract was issued. To elect monthly RMD treatment, you must provide Notice to us on or before January 25 of that calendar year and you must elect a monthly payment date on or before the 25th day of the month. If the date you elect is not the end of a Valuation Period (generally, a day when the NYSE is open), we will make the payment on, and as of, the end of the next applicable Valuation Period. If you elect monthly RMD treatment, we will automatically pay you the greater of your RMD or your maximum annual withdrawal on a monthly basis each month. **Once you elect monthly RMD treatment, you cannot revoke it.** You may elect to not take a monthly withdrawal by providing Notice to us, but you will not be able to take that withdrawal later and still receive RMD treatment for it. If you do later take such withdrawal, the entire withdrawal will be considered an excess withdrawal.

If you die and your spouse elects to continue the contract, your spouse may revoke monthly RMD treatment by providing Notice to us within 30 days of the later of the date of spousal continuation or December 31 of the calendar year in which you died. If your spouse revokes monthly RMD treatment, he or she may elect monthly RMD treatment in the future when he or she is required to take RMDs from the contract. If your spouse continues the contract, is eligible for monthly RMD treatment and does not revoke monthly RMD treatment, he or she will continue to receive monthly RMD treatment with the applicable RMD amount based upon the continuing spouse’s age beginning in the calendar year after you die.

We reserve the right to modify or eliminate RMD treatment if there is any change to the Code or regulations regarding RMDs, including guidance by the Internal Revenue Service. We will provide you 30 days written notice, when practicable, of any modifications to or termination of the RMD treatment with the GLWB Plus.

Termination.

The GLWB Plus rider will terminate when the contract is terminated in accordance with its terms (unless otherwise provided in the rider) or if your Contract Value goes to zero because of an excess withdrawal. The rider will terminate if the funds are

allocated in a manner that violate the investment restrictions. The GLWB Plus rider will also terminate if you annuitize your contract, or, except in the case of spousal continuation, if the annuitant dies. The GLWB Plus terminates if you have chosen the optional guaranteed principal protection with it and elect to exercise that feature on the 8th rider anniversary. If you choose the GLWB Plus, it will continue until it is terminated as described in this section.

Spousal Continuation.

If your surviving spouse chooses to continue the contract under the spousal continuation option and becomes the sole owner and annuitant, the GLWB Plus rider will be continued. Your spouse will be eligible to take withdrawals under this rider when he or she reaches age 59½, and the maximum annual withdrawal will be based on your spouse’s age when he or she begins taking such withdrawals. If you die before age 59½ or on or after age 59½ but before taking any withdrawals, the GLWB base will be set equal to the greater of (a) Contract Value (after applying any applicable death benefit adjustments) or (b) the GLWB base as of the earlier of (i) the date we are in receipt of proof of the annuitant’s death or (ii) 90 days from the date of the annuitant’s death. If you die on or after age 59½ and after you have begun to take withdrawals, the GLWB base will be set equal to the Contract Value (after applying any Death Benefit Adjustment) as of the earlier of (a) the date we are in receipt of proof of the annuitant’s death or (b) 90 days from the date of the annuitant’s death. We will use the surviving spouse’s age to calculate maximum annual withdrawals when, and if, the surviving spouse is eligible to enter the Lifetime Withdrawal Period. (For example, if the surviving spouse is 40, he or she will not be eligible to enter the Lifetime Withdrawal Period until he or she turns 59½.)

Guaranteed Lifetime Withdrawal Benefit (Joint Life) Plus

We also currently offer a Guaranteed Lifetime Withdrawal Benefit (Joint Life) Plus rider (“Joint GLWB Plus”) at the time the contract is issued. The Joint GLWB Plus differs from the GLWB Plus because allowable withdrawals under the rider are calculated based upon the youngest Participating Spouse’s age. Because of this, the surviving spouse’s income will not decrease upon the annuitant’s death if he or she was in the Lifetime Withdrawal Period at the time of death. Subject to the conditions described, the Joint GLWB Plus rider provides a guaranteed level of withdrawals from your contract in each contract year, beginning when the youngest spouse is age 59½ for the lifetime of you and your spouse. The Joint GLWB Plus rider may help protect you from the risk that you and your spouse might outlive your income. The Joint GLWB Plus differs from electing spousal continuation under the GLWB Plus because you have the potential to have a higher GLWB base upon the death of the first spouse, who is also the annuitant, with the Joint GLWB Plus. The Joint GLWB Plus has a higher charge than the GLWB Plus.

We may, at our sole option, offer the Joint GLWB Plus rider to existing contracts, in which case it may be added on a contract anniversary. You may not add the rider once either spouse is 86 years old. The Joint GLWB Plus rider is the same as the GLWB Plus rider except as described below.

During the annual credit period, the annual credit rate you may be eligible for is 6% simple interest of the Annual Credit Calculation Base for each year you do not take any withdrawals.

The maximum amount you may withdraw in a contract year under the Joint GLWB Plus rider without reducing your GLWB base is based upon the youngest participating spouse’s age when withdrawals begin. For Joint GLWB Plus riders applied for on or after May 1, 2014, the maximum amount you may withdraw in a contract year under the Joint GLWB Plus rider is equal to the following withdrawal percentages multiplied by the “GLWB base”:

<u>Youngest Participating Spouse’s Age</u>	<u>Maximum Annual Withdrawal %</u>
59½ to 64	3.75%
65 to 69	4.00%
70 to 74	4.50%
75 to 79	5.00%
80 to 84	6.00%
85+	6.50%

For Joint GLWB Plus riders applied for before May 1, 2014, the maximum amount you may withdraw in a contract year under the Joint GLWB Plus rider is equal to the following withdrawal percentages multiplied by the “GLWB base”:

<u>Youngest Participating Spouse's Age</u>	<u>Maximum Annual Withdrawal %</u>
59½ to 64	4.00%
65 to 67	4.65%
68 to 74	5.00%
75 to 79	5.75%
80 to 84	6.25%
85+	7.00%

In the future, we may offer Joint GLWB Plus riders that have different maximum annual withdrawal percentages.

The Joint GLWB Plus rider is available to two people who are legally married at the time the rider is added. We refer to these people as "Participating Spouses." A Participating Spouse is one of two people upon whose life and age the benefits under the GLWB Plus rider are based. On the date the rider is added, either (a) the two Participating Spouses must be joint owners and one must be the annuitant or (b) one Participating Spouse is the owner and annuitant and the other is the sole beneficiary. No one can be added as a Participating Spouse after the rider is added to the contract, and once someone loses his or her status as a Participating Spouse, it cannot be regained. Status as a Participating Spouse will be lost in the following situations:

- when a Participating Spouse dies;
- when a sole owner Participating Spouse requests that the other Participating Spouse be removed by giving Notice to us;
- if one Participating Spouse is the sole owner and the Participating Spouses divorce, the non-owner spouse will cease to be a Participating Spouse;
- if the Participating Spouses are joint owners and they divorce, the non-annuitant will cease to be a Participating Spouse.

Please note that if one of the spouses ceases to be a Participating Spouse, you will continue to be charged for the Joint GLWB Plus rider.

Under the Joint GLWB Plus rider, the amount you may withdraw under the rider is based upon the youngest Participating Spouse's age. Therefore, if the youngest Participating Spouse is younger than 59½ years old, any withdrawals under the contract (including RMDs) will be excess withdrawals under the Joint GLWB Plus rider until the youngest Participating Spouse becomes 59½. **Please carefully consider whether the Joint GLWB Plus is appropriate for you if there is a significant difference in age between you and your spouse.**

If you choose the Joint GLWB Plus rider, there is an annual charge of 1.35% of the GLWB base (1.20% for riders applied for before May 1, 2014). We may increase the charge for the Joint GLWB Plus rider on any contract anniversary that your GLWB base is reset to the step-up base once the rider reaches the third anniversary. The new charge will not be higher than the then current charge for new issues of the rider or if we are not issuing the rider, a rate we declare, in our sole discretion. We guarantee the new charge will not exceed 2.40% of the GLWB base for the Joint GLWB Plus.

The 8-year guaranteed principal protection rider and deferral credit rider are not available for Joint GLWB Plus riders applied for on or after May 1, 2014.

If we are required by state law, we will allow civil union partners to purchase the Joint GLWB Plus rider and receive the same benefits as a Participating Spouse while both Participating Spouses are living. **Please note that because civil union partners are not eligible for spousal continuation under the Code, there may be no benefit to such partners from buying the Joint GLWB Plus rider versus the GLWB Plus rider.** You should consult with your tax advisor before purchasing this rider.

You will enter the Lifetime Annuity Period when (a) the youngest Participating Spouse is at least 59½ years old, and (b) the earlier of (i) the day your Contract Value goes to zero other than because of an excess withdrawal (such as due to a decline in market value or an allowable withdrawal) or (ii) the contract anniversary immediately following the annuitant's 95th birthday. If your Contract Value goes to zero other than because of an excess withdrawal before the youngest Participating Spouse is 59½ years old, the Lifetime Annuity Period is deferred until the youngest Participating Spouse reaches age 59½. In that scenario, we will make the first payment immediately upon the youngest Participating Spouse reaching age 59½. During the Lifetime Annuity Period, we will pay you monthly payments in an annual amount equal to the then current annual withdrawal amount you may take under the Joint GLWB Plus rider (as based on the youngest Participating Spouse's age) for the lifetime of the annuitant.

In lieu of the benefits under this rider, you may annuitize under the terms of your contract or under the terms of any single premium, immediate fixed annuity we offer based upon your Contract Value at that time.

You should consult with your financial representative to determine which payout option is best for you.

If you are the sole owner and upon your death your surviving Participating Spouse elects spousal continuation, the GLWB base will be set equal to the greater of (a) Contract Value (after applying any applicable death benefit adjustments) or (b) the GLWB base as of the earlier of (i) the date we are in receipt of proof of the annuitant's death or (ii) 90 days from the date of the annuitant's death. Your Participating Spouse will be eligible to take withdrawals under this rider when he or she reaches age 59½ and the maximum annual withdrawal will be based on your spouse's age when he or she begins taking such withdrawals. Please note that since civil union partners are not eligible for spousal continuation under the Code, they are also not eligible for spousal continuation under this rider.

Optional Guaranteed Minimum Income Benefit ("GMIB") Riders

This section describes the optional Guaranteed Minimum Income Benefit ("GMIB") riders that we may offer or may have offered in the past. Not all of the riders may be or may have been available in all states. You may only have one of the GMIB riders on your contract. **Except as described below, if you choose a GMIB rider, you cannot later discontinue it.** The GMIB riders we may offer or have offered in the past are the GMIB Plus with Annual Reset (2009), GMIB Plus with Annual Reset, GMIB Plus with Five Year Reset, GMIB Plus and GMIB. The GMIB riders guarantee minimum lifetime fixed income in monthly annuity payments.

Any guarantees under the contract that exceed the value of your interest in the separate account VAN such as those associated with the GMIB riders, are paid from our general account (not the VAN). Therefore, any amounts that we may pay under the contract in excess of your interest in the VAN are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. In the event of an insolvency or receivership, payments we make from our general account to satisfy claims under the contract would generally receive the same priority as our other policyholder obligations.

GMIB Plus with Annual Reset (2009)

In those states where permitted, we may offer the GMIB Plus with Annual Reset (2009) rider at the time the contract is issued. You may not purchase the GMIB Plus with Annual Reset (2009) before the annuitant is age 45 or once the annuitant is age 79. If the GLWB Plus is available, you may not purchase the GMIB Plus with Annual Reset (2009).

The following is a summary of the GMIB Plus with Annual Reset (2009) rider. There are several terms used in this summary that are defined in the paragraphs below. The rider permits you take a withdrawal amount annually that equals 5% of your guaranteed earnings income base regardless of your Contract Value and without paying a surrender charge. Your permitted withdrawal amount will change at the beginning of each contract year to reflect any withdrawals taken in the prior contract year. **After 10 years, you may begin to receive the guaranteed minimum income benefit payments described in this rider. You may choose to receive annuity payments as provided in your contract during the 10 year period, but your GMIB Plus with Annual Reset (2009) rider will then be of no further value to you.** Your GMIB payments will be determined by applying your guaranteed income base to the annuity tables in the rider. The guaranteed income base is the greater of (a) your guaranteed earnings income base or (b) your step-up base. Your guaranteed earnings income base takes into account net purchase payments, a specified increase for each valuation period of your Contract Value, and withdrawals. Your step-up base is an amount that takes into account any increases to your Contract Value on each contract anniversary before annuitization. Certain contract owner actions can increase or decrease the base amounts (for example, making additional purchase payments, not taking permitted annual withdrawals, or withdrawals more than the annual amount permitted under the rider).

Guaranteed earnings income base.

The initial guaranteed earnings income base is equal to total net purchase payments made when you purchase the contract and within the first three months after the contract is issued. The guaranteed earnings income base is adjusted for withdrawals and is increased by (i) additional purchase payments and (ii) an increase for each valuation period, until the first contract anniversary after the annuitant's 85th birthday or the date that is 24 years from the later of the date the rider is issued or the last reset, at an annual effective rate equal to the guaranteed earnings rate for values in variable portfolios. However, Contract Values allocated to the Fixed Accumulation Account will accumulate at the lesser of the guaranteed earnings rate or the rate of return being earned in that account. The guaranteed earnings rate for the GMIB Plus with Annual Reset (2009) is 5%.

The guaranteed earnings income base is decreased by withdrawals. Beginning 30 days after the rider is issued, any withdrawals you take during a contract year less than or equal to the GMIB withdrawal amount will reduce the guaranteed earnings income base by the amount of such withdrawals, in other words dollar for dollar. The GMIB withdrawal amount is determined by multiplying the GMIB withdrawal percentage by the guaranteed earnings income base as of the beginning of the contract year. The GMIB withdrawal percentage for the GMIB Plus with the Annual Reset (2009) is 5%. For example, if the guaranteed earnings income base as of the beginning of the contract year is \$100,000, withdrawals of \$5,000 or less in

that contract year will reduce the guaranteed earnings income base dollar for dollar. Beginning with the contract anniversary after the annuitant reaches age 85, withdrawals you make during a contract year equal to or less than GMIB withdrawal amount will not reduce the guaranteed earnings income base.

If you take withdrawals before the end of the year, there is a risk that the amount of your guaranteed earnings income base at the beginning of the next contract year will be less than the guaranteed earnings income base at the beginning of the current contract year, which would then reduce the amount that you can withdraw on a dollar for dollar basis in the next contract year. However, if you set up a systematic withdrawal program on a monthly, quarterly or semi-annual basis, we will adjust the guaranteed earnings income base at the beginning of the next contract year so that it equals the guaranteed earnings income base at the beginning of the current contract year as long as (a) you have not made any withdrawals before the earlier of (i) 31 days after the rider was issued, or (ii) the end of the first such periodic payment period, and (b) you have no amounts allocated to the Fixed Accumulation Account.

Any withdrawals you take in the first 30 days after the rider is issued and any withdrawals in excess of the GMIB withdrawal amount will reduce the guaranteed earnings income base pro rata. Under a pro rata reduction, the guaranteed earnings income base will be reduced by the same percentage that the withdrawal in excess of the GMIB withdrawal amount reduces your Contract Value. Only the portion of a withdrawal that is in excess of the GMIB withdrawal amount will reduce the guaranteed earnings income base pro rata. **A pro rata reduction may materially reduce the income available under the GMIB rider in future years. Unless you are within the “no lapse” period described below, if you take an excess withdrawal and your Contract Value falls to zero, your rider and contract will terminate.**

As an example of how withdrawals work under the GMIB Plus with Annual Reset (2009), assume your guaranteed earnings income base is \$100,000 at the beginning of a contract year, so your GMIB withdrawal amount is \$5,000 ($\$100,000 \times .05$). That means you can withdraw \$5,000 dollar for dollar during that contract year. Assume your Contract Value is \$90,000 and you take a withdrawal of \$6,000. First, we process the portion of the withdrawal that is dollar for dollar, \$5,000. Taking into account that portion of the withdrawal, your Contract Value is reduced to \$85,000 and your guaranteed earnings income base to \$95,000. Then, we process the portion of the withdrawal in excess of the GMIB withdrawal amount, \$1,000. Because you have already taken your GMIB withdrawal amount, the \$1,000 withdrawal will reduce the guaranteed earnings income base pro rata. Your guaranteed earnings income base is then reduced to \$93,882, i.e. $\$95,000 - ([\$1,000/\$85,000] \times \$95,000)$.

The guaranteed earnings income base shall not exceed 15 times your total net purchase payments, minus amounts for any withdrawals from your contract. This means that, unless the step-up base is higher, the guaranteed income base, which is used to determine the monthly annuity payments under this rider, will not exceed 15 times your total net purchase payments. Any withdrawals you take during a contract year less than or equal to the GMIB withdrawal amount will reduce this limit by the amount of such withdrawals, in other words dollar for dollar. Any withdrawals in excess of the GMIB withdrawal amount will reduce this limit pro rata.

Step-up base.

At contract issue, the step-up base equals net purchase payments. The step-up base will increase automatically each contract anniversary, until the anniversary following the annuitant's 85th birthday, if the Contract Value is higher than the previous step-up base. The step-up base is increased by the amount of each subsequent net purchase payment at the time of payment. All withdrawals are taken from the step-up base on a pro rata basis. That means the step-up base will be reduced by the same percentage the withdrawal reduces your Contract Value.

Annuitization.

You may not annuitize your contract under the rider until the GMIB Plus with Annual Reset (2009) rider has been in effect for at least 10 years. We may refer to this time period as the “10 year annuitization waiting period.” If you choose to receive annuity payments as provided in the contract or under a single premium annuity we offer instead of receiving GMIB payments, your GMIB rider will then be of no further value to you. You may elect to receive GMIB payments within 30 days after the rider's 10th anniversary (or 10th anniversary of the date the rider was last reset, if applicable) or within 30 days after any later anniversary before the annuitant is age 91.

If the amount of annuity payments under the contract or under a single premium immediate annuity we offer at the time you elect to annuitize would be greater than the amount of payments under the GMIB Plus with Annual Reset (2009) rider, we will pay the larger amounts.

The guaranteed income base is used solely for the purpose of calculating GMIB payments. It does not provide a Contract Value or guarantee performance of any investment option. The level of lifetime income guaranteed by a GMIB rider may be less than the income that our current annuity factors would provide because (a) GMIB payments may assume a lower interest rate and (b) GMIB payments may be based on an assumption that you will live longer than the mortality assumed in our then-offered immediate annuities.

No Lapse.

With the GMIB Plus with Annual Reset (2009) rider, there is a “no lapse” provision allowing annuitization if your Contract Value is reduced to zero before the initial 10 year annuitization waiting period ends. With this provision, if prior to the time you are eligible to annuitize using your guaranteed income base, your Contract Value becomes zero, you can, at your option, annuitize your contract using your guaranteed income base at the annuitization rates provided under the rider for your age at the time of annuitization. **However, if during any one contract year you withdraw more than the GMIB withdrawal amount, the “no lapse” protection is not available from the point of that “excess” withdrawal forward and you will forfeit this protection.** If the GMIB rider is reset and your Contract Value at time of reset is greater than the guaranteed income base, then the “no lapse” protection will be reinstated. If the GMIB rider is reset and your Contract Value at the time of reset is less than the guaranteed income base, the “no-lapse” protection will *not* be reinstated.

Investment Restrictions.

Effective March 3, 2017, in order to have the GMIB Plus with Annual Reset (2009) rider, you must allocate any variable account portion of your purchase payments and Contract Value in accordance with the Fund Category requirements described in “Investment Restrictions for Certain Optional Riders.” These revised requirements will only apply to you if you make additional purchase payments or transfer requests. You may allocate all or any portion of your purchase payments and Contract Value to the Fixed Accumulation Account. If you cease to comply with the requirements described in “Investment Restrictions for Certain Optional Riders,” we will terminate your GMIB Plus with Annual Reset (2009) rider. If the rider is so terminated, a prorated annual rider charge will be assessed.

Resets.

Subject to certain limitations, the GMIB Plus with Annual Reset (2009) rider provides you the option of resetting the guaranteed earnings income base to the current Contract Value each and every contract anniversary prior to the annuitant’s 81st birthday. If the Contract Value at the time of reset is higher than the guaranteed earnings income base and you reset, you may make larger withdrawals on a dollar for dollar basis from the new guaranteed earnings income base. At every eligible reset anniversary, you can reset the guaranteed earnings income base by notifying us within 30 days after the contract anniversary date in writing or other method we agree to. If you reset, the maximum guaranteed earnings income base will be reset to 15 times the then-current Contract Value. The guaranteed earnings income base is not reset automatically to the current Contract Value. You must elect to reset it.

If you elect to reset the guaranteed earnings income base, a new 10 year annuitization waiting period will begin. **That is, you will not be eligible to annuitize using the guaranteed income base for the ten year period following the reset.** You may choose to receive annuity payments as provided in your contract during the ten year period or under a single premium, immediate annuity we may generally make available at the time, but your GMIB rider will then be of no further value to you.

When the optional death benefit ARDBR (2009) has also been purchased, resetting the GMIB Plus with Annual Reset (2009) also resets the ARDBR (2009) earnings base. Resetting the GMIB Plus with Annual Reset (2009) is the only way in which the ARDBR (2009) can be reset.

Rider Charge.

There is an additional annual charge for the GMIB Plus with Annual Reset (2009) rider of 0.95% of your guaranteed income base. We may increase the charge for this rider on any reset. The new charge will be no higher than the then current charge for new issues of the GMIB Plus with Annual Reset (2009) rider, which we guarantee will not exceed 1.50%.

If you have notified us that you elect to reset and we notify you of a charge increase effective upon reset, you may decline to accept an increase in the charge for the rider by revoking your request to reset. If you wish to decline an increase in charge by revoking the reset, you must notify us in writing, or in any other manner acceptable to us, within 30 days after the contract anniversary the guaranteed earnings income base is reset. If you elect to reset the guaranteed earnings income base in the future, however, your rate will be increased upon reset to the then-current charge for the GMIB Plus with Annual Reset (2009) rider.

Please note that if you have purchased the ARDBR (2009) and you decline a charge increase with the GMIB Plus with Annual Reset (2009) rider by refusing a reset of the guaranteed earnings income base, you will not be able to reset the ARDBR (2009).

The annual charge for the rider will continue even if the underlying Funds’ investment performance surpasses the GMIB guarantees. The charge for the GMIB Plus with Annual Reset (2009) rider ends when you begin to receive annuity or GMIB payments, or the rider has expired at the first contract anniversary after the annuitant’s 90th birthday.

You may withdraw the GMIB withdrawal amount under the rider without a surrender charge even if that amount exceeds 10% of your Contract Value.

Since you may only purchase the ARDBR (2009) if you purchase the GMIB Plus with Annual Reset (2009) rider, any termination of the GMIB Plus with Annual Reset (2009) rider will automatically terminate the ARDBR (2009) as well. If you have purchased the ARDBR (2009) and subsequently violate the investment restrictions of the GMIB Plus with Annual Reset (2009), both the GMIB Plus with Annual Reset (2009) rider and the ARDBR (2009) will be terminated.

Required Minimum Distributions.

Tax qualified retirement plans and Individual Retirement Annuities have minimum distribution requirements. Your required minimum distribution per year may exceed your GMIB withdrawal amount which would result in a pro rata reduction in the guaranteed earnings income base. See “Federal Tax Status” and “Appendix A —IRA Disclosure Statement.” You could be subject to tax penalties if you do not begin taking withdrawals until after your required minimum distribution beginning date. Please consult your tax advisor to determine if the GMIB Plus with Annual Rest (2009) rider is appropriate for you.

Other Versions

This section describes the other optional GMIB riders that we offered in the past. Not all of the riders may have been available in all states.

GMIB

You may have added a GMIB rider to your contract at the time the contract was issued. All of the GMIB riders guarantee minimum lifetime fixed income in monthly annuity payments.

The amount of these payments for the GMIB rider is determined by applying the “guaranteed income base” to the annuity tables in the GMIB rider. The guaranteed income base is the greater of (a) your “guaranteed earnings income base,” which is your total purchase payments, from the time the GMIB rider is issued until the GMIB payments begin or you reach age 85, accumulated at an annual rate of 5.5% or (b) your “step-up base,” which is your highest total Contract Value as of any contract anniversary before the annuitant attains age 80. The guaranteed income base is reduced proportionately for any withdrawals. If the annuitant is age 76 to 80 when GMIB is purchased, the guaranteed annual rate is 4% instead of 5.5%. You may not purchase GMIB after the annuitant is age 80.

If the amount of annuity payments under the contract or under a single premium immediate annuity we offer at the time you elect to annuitize would be greater than the amount of payments under the GMIB rider, we will pay the larger amounts.

If you choose GMIB, there is an annual charge, at the end of each contract year, of 0.45% of the guaranteed income base as of each contract anniversary. The charge for GMIB ends when you begin to receive annuity or GMIB payments, or the rider has expired at the later of your age 85 or 10 years after you purchased the rider. Except as described below, if you choose GMIB, you cannot later discontinue it. The annual charge for GMIB will continue even if the underlying Funds’ investment performance surpasses the GMIB guarantees. The GMIB rider is no longer available. Last available purchase date depends on state of contract issue. See your representative for more information.

You may not begin to receive GMIB payments until the GMIB rider has been in effect for at least 10 years. We may refer to this time period as the “ten year annuitization waiting period.” If you choose to receive annuity payments as provided in the contract or under a single premium annuity we offer instead of receiving GMIB payments, your GMIB rider will then be of no further value to you. You may elect to receive GMIB payments within 30 days after the rider’s 10th anniversary or within 30 days after any later anniversary before the annuitant is age 85. If the annuitant is age 76 to 80 when you purchase GMIB, your GMIB payments must begin on the rider’s 10th anniversary.

The guaranteed income base is used solely for the purpose of calculating GMIB payments. It does not provide a Contract Value or guarantee performance of any investment option. The level of lifetime income guaranteed by GMIB may be less than the income that our current annuity factors would provide because, (a) GMIB payments may assume a lower interest rate and (b) GMIB payments may be based on an assumption that you will live longer than the mortality assumed in our then-offered immediate annuities.

GMIB Plus

In those states where permitted, we offered a GMIB “Plus” rider. The GMIB Plus rider is no longer available. Last available purchase date depends on state of contract issue. See your representative for more information. You may not have both GMIB and GMIB Plus on the same contract, and we may limit the availability of one or the other of the riders in any state. GMIB Plus is identical to GMIB except for these three differences:

- (1) For GMIB Plus, any withdrawals you make during a contract year equal to or less than the amount that the guaranteed earnings base has increased during that year will reduce the guaranteed earnings income base dollar for dollar.
- (2) The step-up income base is your highest total Contract Value as of any anniversary before the annuitant attains age 85, rather than 80.

- (3) The annual charge for GMIB Plus is 0.50% of the guaranteed income base.
- (4) Regardless of the annuitant's age when the rider is issued, the guaranteed earnings rate is reduced to 0% on the earlier of the date that the annuitant attains age 85 or the date that is 24 years from the date that the rider is first issued.

GMIB Plus with Five Year Reset

In those states where permitted, we offered a GMIB Plus with Five Year Reset rider. The GMIB Plus with Five Year Reset was not available for purchase after May 15, 2009. The GMIB Plus with Five Year Reset was not available for purchase after the annuitant was age 79. The GMIB Plus with Five Year Reset rider is identical to GMIB Plus except:

- (1) For the GMIB Plus with Five Year Reset you may reset the guaranteed earnings income base on the fifth contract anniversary and the annual charge is 0.50% of the guaranteed income base.
- (2) There is a "no lapse" provision allowing annuitization if your Contract Value is reduced to zero before the ten year annuitization waiting period.

With the "no-lapse" provision listed above, if prior to the time you are eligible to annuitize using your guaranteed income base, your Contract Value becomes zero, you can, at your option, annuitize your contract using your then-guaranteed income base at the annuitization rates provided under the GMIB rider for your then-age. However, if during the ten year rider period you withdraw more than amounts eligible for dollar-for-dollar treatment to the guaranteed earnings income base, you will forfeit this protection. That is to say, if during any one contract year you withdraw more than 5.5% of the guaranteed earnings income base (4% if the rider was issued after age 75) the "no lapse" protection is not available from the point of that "excess" withdrawal forward. We may allow you to reinstate the "no lapse" protection if the GMIB rider is reset and your Contract Value at the time of reset is greater than the guaranteed income base.

GMIB Plus with Annual Reset

In those states where permitted, we offered a GMIB Plus with Annual Reset rider. You could not purchase the GMIB Plus with Annual Reset if the GMIB Plus with Annual Reset (2009), GLWB or Joint GLWB was available. You could purchase GMIB Plus with Annual Reset until the annuitant was age 75. GMIB Plus with Annual Reset rider is identical to GMIB Plus with Five Year Reset rider except that you may reset the guaranteed earnings income base on each contract anniversary and the annual charge is 0.65% of the guaranteed income base.

The effect of the GMIB, GMIB Plus, GMIB Plus with Five Year Reset, and GMIB Plus with Annual Reset riders is to allow you to withdraw an amount equal to the amount by which your guaranteed earnings income base has grown without reducing the guaranteed earnings income base below its amount as of the beginning of the current contract year. The GMIB Plus, GMIB Plus with Five Year Reset and GMIB Plus with Annual Reset allow those contract owners to access cash values for income immediately, provided no more than 5.5% (or 4% depending on age at the time the rider is issued) is withdrawn yearly, while leaving the guaranteed earnings income base at or above the level it began the contract year at. You could for instance take withdrawals of 5.5% (4% for issue ages 76 or greater) of the contract year's beginning guaranteed earnings income base year after year and the guaranteed earnings income base would then remain at its original level if you make no other purchase payments or withdrawals. In contrast, the GMIB's pro rata deduction against the guaranteed earnings income base could adversely impact the contract owners taking income in that the guaranteed amount could be reduced more aggressively than with the GMIB Plus, GMIB Plus with Five Year Reset and GMIB Plus with Annual Reset riders. In any event, the step-up base is adjusted pro rata for any withdrawals.

Subject to certain limitations, the GMIB Plus with Five Year Reset and the GMIB Plus with Annual Reset riders provide you the option of resetting the guaranteed earnings income base to the then-current Contract Value. The GMIB Plus with Five Year Reset rider allows you to reset every 5th contract anniversary prior to the annuitant's 75th birthday. The GMIB Plus with Annual Reset rider allows you to reset each and every contract anniversary up to the later of the annuitant's 75th birthday or the fifth rider anniversary, with a minimum opportunity of 5 annual resets. If the Contract Value at the time of reset is higher than the guaranteed earnings income base, you may make larger withdrawals on a dollar for dollar basis from the new guaranteed earnings income base. At every eligible reset anniversary, you can reset the guaranteed earnings income base by notifying the Company within 30 days after the contract anniversary date in writing or other method the Company agrees to. If you elect to reset the guaranteed earnings income base a new ten year annuitization waiting period will begin and you will be required to enter a new rider charge period. That is, you will not be eligible to annuitize using the guaranteed income base for the ten year period following the reset. You may choose to receive annuity payments as provided in your contract during the ten year period or under a single premium, immediate annuity we may generally make available at the time, but your GMIB rider will then be of no further value to you.

In any event, resetting may not be elected after the annuitant's 79th birthday. Because of this, contract owners close to age 75 should consider whether the annual reset option is of benefit to them.

When the optional death benefit ARDBR has also been purchased, resetting the GMIB Plus with Annual Reset also resets the ARDBR earnings base. Resetting the GMIB Plus with Annual Reset is the only way in which the ARDBR can be reset.

Tax qualified retirement plans and Individual Retirement Annuities have minimum distribution requirements. Participants may be required to begin receiving payments from a tax qualified contract before the rider's 10th anniversary. See "Federal Tax Status" and "Appendix A — IRA Disclosure Statement." You could be subject to tax penalties if you do not begin receiving GMIB payments until after your required minimum distribution beginning date. Please consult your tax advisor to determine if the GMIB riders are appropriate for you.

Optional Guaranteed Principal Access ("GPA")

In the past we offered a Guaranteed Principal Access ("GPA") rider in those states where permitted. The GPA rider was not available for purchase after May 1, 2009. With certain restrictions, this rider guarantees:

- i. you will be able to withdraw a portion (up to 7% or 8% annually, depending on the rider you choose) of your contract's beginning guaranteed principal amount for a term of ten years, regardless of the then current cash value of your contract, and
- ii. we will add into the contract the excess, if any, of the guaranteed principal amount, adjusted for withdrawals, over the eligible Contract Value, if the eligible Contract Value is positive at the end of the ten year term. The eligible Contract Value is the Contract Value attributable to the beginning principal amount; and
- iii. we will allow you to take periodic withdrawals from your contract as described below in a total amount equal to the excess of the guaranteed principal amount, adjusted for withdrawals, over the eligible Contract Value, if the eligible Contract Value is reduced to zero during the ten year term.

Any guarantees under the contract that exceed the value of your interest in the separate account VAN, such as those associated with the GPA, are paid from our general account (not the VAN). Therefore, any amounts that we may pay under the contract in excess of your interest in the VAN are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. In the event of an insolvency or receivership, payments we make from our general account to satisfy claims under the contract would generally receive the same priority as our other policy holder obligations.

The GPA is beneficial to those contract owners who anticipate taking withdrawals over a limited time and who are concerned about possible decreases in Contract Values affecting the amount available for their withdrawal. This rider differs from the Guaranteed Principal Protection ("GPP") rider because the GPP rider does not contemplate, nor guarantee withdrawals. If you do not anticipate withdrawing money from your rider in the next ten years, you may wish to purchase the GPP rider which guarantees your principal at the end of the ten years and costs less than the GPA rider. Because GPA involves withdrawals, the amount you may annuitize under your contract may be less than you would otherwise have if you had not elected withdrawals.

If you select this rider, at the end of the ten-year rider period, we will credit your contract with the difference between the remaining unused guaranteed principal amount and the remaining eligible Contract Value. If at the end of the rider term the variable Contract Value relating to the guaranteed principal amount exceeds the unused guaranteed principal amount, there will be no additional amounts added to your rider.

You may apply for the GPA rider at the time you apply for the contract. We may, at our sole option, also offer the GPA rider to existing contracts, in which case it may be added on a contract anniversary so long as the annuitant is under age 81 at the time the rider is issued. In addition, the GPA rider is not available in conjunction with the GPP rider or any of the Guaranteed Minimum Income Benefit ("GMIB") riders we may offer. You may also have a portion of your Contract Values in a fixed accumulation account or a dollar-cost averaging account that transfers to a model, that we may offer while this rider is in force. Effective March 3, 2017, in order to have GPA rider, you must remain invested in a static model or the Fixed Accumulation Account, if available, to keep your rider.

The annual charge for the rider is deducted on each contract anniversary and is .40% of your average annual Contract Value for the 7% GPA rider and .50% of your eligible average annual Contract Value for the 8% GPA rider.

The annual amount you may withdraw is a percentage (7% or 8%) of the beginning guaranteed principal amount. The beginning guaranteed principal amount is defined as your initial purchase payment, plus any additional purchase payments received within the first six months after the contract is issued. If the rider is added after issue, the beginning guaranteed principal amount is the then-current Contract Value.

It is not necessary that you withdraw from the guaranteed amount from your contract each year. However, the amount available for withdrawal is not cumulative from year to year. For example, if you only withdraw 5% of an eligible 7%, the

amount available the next year is still 7%. The amount you elect not to withdraw in a year remains guaranteed and will be included in the amount to be added to the contract, if any, at the end of the ten year withdrawal period.

You may also withdraw more than the annual guaranteed withdrawal amount in a given year. However, the excess withdrawal amount will function to reduce the amount guaranteed for withdrawal in later years of the rider. The amount eligible for withdrawal during the remainder of the rider period following an excess withdrawal is the lesser of the Contract Value immediately following the excess withdrawal or the guaranteed principal amount less the amount withdrawn. The amount you may withdraw on a guaranteed basis will be less than the amount you were able to withdraw and on the next contract anniversary, you will begin a new 10-year term and your guaranteed annual withdrawal amount will be recalculated. As a result, if you take an excess withdrawal when your total Contract Value is less than your beginning guaranteed principal amount, you will forfeit a portion of the prior beginning guaranteed principal amount. In addition, if you take an excess withdrawal and as a result your Contract Value related to the beginning guaranteed principal amount is zero, you will have no benefit under the GPA rider. Also, an excess withdrawal may impact the amount you will receive under a scheduled payment or withdrawal plan because the guaranteed withdrawal amount eligible for withdrawal in future years is decreased.

If you terminate the rider, either by notifying us before the next contract anniversary date or by not allocating your Contract Value in accordance with the investment restrictions of the rider, a full annual rider charge will be assessed without being prorated to the date of termination.

After the rider has been in effect for at least 5 years, we offer you the opportunity to reset the GPA rider. You may reset the rider on a subsequent contract anniversary so long as the annuitant has not reached age 81. Upon resetting the rider, you will be eligible to annually withdraw 7% or 8% of the then-current total Contract Value each of the next 10 years. The charge for a rider upon reset may be higher than the initial charge for the rider based on rates applicable to new contracts. You may reset the rider more than once, but you must wait 5 years between resets.

If, during the course of the rider, your eligible Contract Value decreases to zero and you are still eligible for guaranteed withdrawals, we will pay the remaining guaranteed principal amount in a series of preauthorized withdrawals, for which we may limit the amount or frequency. In other words, the remaining guaranteed principal amounts are paid to you through a single premium immediate fixed annuity. You may elect any payout option you wish, except that the annual payouts may not exceed the guaranteed principal withdrawal amount you would have otherwise been entitled to receive. As such, your annual payments will continue beyond the end of the ten year term until your remaining guaranteed principal amount is paid out in full. We will not pay interest on the amounts to be paid to you under these circumstances. Additionally, if your entire Contract Value decreases to zero, we will not accept any additional purchase payments under the contract and the contract will cease to provide any death benefit.

The rider will continue only upon the death of the owner and the transfer of the contract through the spousal continuation provision of your contract. Upon a spousal transfer, the new owner has all the rights of the original owner, including the right to reset the rider and renew the rider at the end of the 10-year term. Unless there is a spousal continuation, this rider terminates upon the death of the owner.

Optional Guaranteed Principal Protection ("GPP")

In those states where permitted, we may offer the GPP rider when you apply for the contract. We may, at our sole option, also offer the GPP rider to existing contracts, in which case it may be added on a contract anniversary, if the annuitant is then under age 80. GPP is not available when your contract includes the optional GPA rider.

If you continue the GPP rider until the end of its 10-year term, and do not make any withdrawals, we guarantee that your eligible Contract Value will not be less than it was at the beginning of the 10-year term. On the last day of the 10-year term, we will add an amount to your total Contract Value to increase it to the "guaranteed principal amount" if the eligible Contract Value at the end of the 10-year term is less than the guaranteed principal amount. The guaranteed principal amount is the Contract Value:

- (a) as of the first day of the rider's term or
- (b) the amount in (a) plus the total of any purchase payments made in the first 6 months if the rider was included in the contract when you purchased the contract,
- (c) reduced pro rata for any withdrawals you made.

Contract Value attributable to purchase payments made after the rider is added (or after the first 6 months if the rider is included when the contract was issued) are not included in the guaranteed principal amount and do not count as part of your eligible Contract Value at the end of the term for purposes of determining the benefit amount.

Any guarantees under the contract that exceed the value of your interest in the separate account VAN, such as those associated with the GPP, are paid from our general account (not the VAN). Therefore, any amounts that we may pay under

the contract in excess of your interest in the VAN are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. In the event of an insolvency or receivership, payments we make from our general account to satisfy claims under the contract would generally receive the same priority as our other policy holder obligations.

In those states where permitted, for riders applied for on or after May 15, 2009, the charge for the GPP rider is made on each contract anniversary at the rate of 0.55% of the average of your guaranteed principal amount at the beginning and the end of each contract year. (The charge for other riders is 0.20%.) This charge will discontinue if the GPP rider is terminated. However, if the GPP is terminated because you stop using a model, a full annual rider charge will be assessed without being prorated to the date of termination.

At the end of the 10-year term, you may reset the rider for another 10-year term if the annuitant is then under age 80. The guaranteed principal amount under the new GPP 10-year term will be your total Contract Value as of the end of the 10-year term then ended, including any amount we then add pursuant to the earlier GPP 10-year term, subject to adjustment for any withdrawals. You may also reset the GPP rider's guaranteed principal amount at the current Contract Value on any contract anniversary after the rider has been in effect for at least 5 years (if the annuitant is then under age 80). This starts a new 10-year rider term. If the annuitant dies during the 10-year term, and his or her spouse continues the contract, the GPP rider may also be continued.

We currently offer the GPP (2012) rider. GPP (2012) is identical to the GPP except for the investment restrictions and the charge. Once the GPP (2012) is available, you may not purchase the GPP. Neither the GPP (2012) nor the GPP is available when your contract includes the GPA or any GLWB rider.

Effective March 3, 2017, in order to have the GPP (2012) rider, you must allocate your purchase payments and Contract Value in accordance with the Fund Category requirements described in "Investment Restrictions for Certain Optional Riders." If you purchased the GPP (2012) rider prior to March 3, 2017, these revised requirements will only apply to you if you make additional purchase payments or transfer requests. You may not allocate purchase payments or Contract Value to the Fixed Accumulation Account. You may allocate purchase payments to the Enhanced DCA account and transfer amounts in accordance with the investment restrictions. **If you cease to comply with the requirements described in "Investment Restrictions for Certain Optional Riders," we will terminate your GPP (2012) rider.** If the rider is so terminated, a prorated annual rider charge will be assessed.

If you choose the GPP (2012) rider, there is an annual charge of 0.45% of the average of your guaranteed principal amount at the beginning and the end of each contract year. We may increase the charge for the GPP (2012) on any contract anniversary that you reset the rider. That means if you never reset your GPP (2012), we will not increase your charge. The new charge will be no higher than the then current charge for new issues of this rider or if we are not issuing this rider, a rate we declare, in our sole discretion. We guarantee the new charge will not exceed 0.90% of the average of your guaranteed principal amount at the beginning and the end of each contract year.

Summary of Optional Living Benefit Riders.

The following is a summary of the currently available optional living benefit riders. For complete details on the riders, see the individual descriptions above.

<u>Optional Rider</u>	<u>Features</u>	<u>Who may want to consider the Rider</u>	<u>Charge</u>
GPP (2012) rider	<ul style="list-style-type: none"> • Guarantees return of principal without annuitization on the 10th rider anniversary if you take no withdrawals. • If, at the end of the rider's ten-year term, the eligible Contract Value is less than the guaranteed principal amount, the difference will be added to the contract. • The guaranteed principal amount is adjusted pro-rata for any withdrawals. • Investment restrictions (fewer investment options available). • Cannot purchase once the annuitant is 80. 	Those who are afraid of market risk and want to invest without fear of losing their original principal.	0.90% (maximum) 0.45% (current)

GLWB Plus	<ul style="list-style-type: none"> • Provides a guaranteed level of withdrawals in each contract year beginning when the annuitant is 59½ for the lifetime of the annuitant. • Excess withdrawals reduce the GLWB base by the greater of a pro-rata reduction or the dollar amount of the withdrawal. • GLWB base steps-up to current Contract Value each contract anniversary, if higher. • 6% annual credit to the GLWB base for each of the first ten years if you take no withdrawals. • Investment restrictions (fewer available investment options). • Cannot purchase once the annuitant is 86. 	<p>Those who want to protect their retirement income but still desire market exposure and want to protect against the risk of outliving their income for a single life.</p>	<p>2.00% (maximum) 1.05% (current)</p>
Joint GLWB Plus	<ul style="list-style-type: none"> • Like the GLWB Plus except that it provides a guaranteed level of withdrawals in a contract year beginning when the youngest spouse is 59½ for the lifetime of the annuitant and the surviving spouse. • Available to two people who are legally married at the time the rider is issued. • Spousal continuation provides for a higher potential GLWB base upon the death of the first spouse. • Investment restrictions (fewer available investment options). • Cannot purchase once either spouse is 86. 	<p>Those who want to protect their retirement income but still desire market exposure and want to protect against the risk of outliving their income for both spouses.</p>	<p>2.40% (maximum) 1.35% (current)</p>

Other Contract Provisions

Assignment

Amounts payable in settlement of a contract may not be commuted, anticipated, assigned or otherwise encumbered, or pledged as loan collateral to anyone other than us. We may require that any assignee or owner have an insurable interest in the life of the annuitant. To the extent permitted by law, such amounts are not subject to any legal process to pay any claims against an annuitant before annuity payments begin. The owner of a tax-qualified contract may not, but the owner of a non-tax-qualified contract may, collaterally assign the contract before the annuity payout date. Ownership of a tax-qualified contract may not be transferred except to:

- the annuitant,
- a trustee or successor trustee of a pension or profit-sharing trust which is qualified under Section 401 of the Code,
- the employer of the annuitant provided that the contract after transfer is maintained under the terms of a retirement plan qualified under Section 403(a) of the Code for the benefit of the annuitant, or
- as otherwise permitted by laws and regulations governing plans for which the contract may be issued.

Reports and Confirmations

Before the annuity payout date, we will send you quarterly statements showing the number of units credited to the contract by Fund and the value of each unit as of the end of the last quarter. In addition, as long as the contract remains in effect, we will forward any periodic Fund reports.

We will send you a written confirmation of your purchase payments, transfers and withdrawals. For regularly recurring transactions, such as dollar cost averaging and payroll deduction programs, we may confirm the transactions in a quarterly report. Review your statements and confirmations to verify their accuracy. You must report any error or inaccuracy to us within 30 days. Otherwise, we are not responsible for losses due to the error or inaccuracy.

Substitution for Fund Shares

If investment in a Fund is no longer possible or we believe it is inappropriate to the purposes of the contract, we may substitute one or more other funds. Substitution may be made as to both existing investments and the investment of future purchase payments. However, no substitution will be made until we receive any necessary approval of the Securities and Exchange Commission. We may also add other Funds as eligible investments of VAN.

Contract Owner Inquiries

Direct any questions to National Security, Variable Annuity Administration, P.O. Box 5378, Cincinnati, Ohio 45201-5378; telephone 877.446.6020 (8:30 a.m. to 4:30 p.m., Eastern time).

Performance Data

We may advertise performance data for the various Funds showing the percentage change in unit values based on the performance of the applicable Fund over a period of time (usually a calendar year). We determine the percentage change by dividing the increase (or decrease) in value for the unit by the unit value at the beginning of the period. This percent reflects the deduction of any asset-based contract charge but does not reflect the deduction of any applicable contract administration charge or surrender charge. The deduction of a contract administration charge or surrender charge would reduce any percentage increase or make greater any percentage decrease.

Advertising may also include average annual total return figures calculated as shown in the Statement of Additional Information. The average annual total return figures reflect the deduction of applicable contract administration charges and surrender charges as well as applicable asset-based charges.

We may also distribute sales literature comparing separate account performance to the Consumer Price Index or to such established market indexes as the Dow Jones Industrial Average, the Standard & Poor's 500 Stock Index, IBC's Money Fund Reports, Lehman Brothers Bond Indices, the Morgan Stanley Europe Australia Far East Index, Morgan Stanley World Index, Russell 2000 Index, or other variable annuity separate accounts or mutual funds with investment objectives similar to those of the Funds.

Federal Tax Status

The following discussion of federal income tax treatment of amounts received under a variable annuity contract does not cover all situations or issues. It is not intended as tax advice. Consult a qualified tax adviser to apply the law to your circumstances. Tax laws can change, even for contracts that have already been issued. Tax law revisions, with unfavorable consequences, could have retroactive effect on previously issued contracts or on later voluntary transactions in previously issued contracts.

We are taxed as a life insurance company under Subchapter L of the Internal Revenue Code (the "Code"). Since the operations of VAN are a part of, and are taxed with, our operations, VAN is not separately taxed as a "regulated investment company" under Subchapter M of the Code. The law does not now provide for payment of federal income tax on dividend income or capital gains distributions from Fund shares held in VAN or upon capital gains realized by VAN on redemption of Fund shares.

The contracts are considered annuity contracts under Section 72 of the Code, which generally provides for taxation of annuities. Under existing provisions of the Code, any increase in the Contract Value is not taxable to you as the owner or annuitant until you receive it, either in the form of annuity payments, as contemplated by the contract, or in some other form of distribution. (As of the date of this prospectus, proposals to modify taxation of annuities may be under consideration by the federal government.) The owner of a non-tax qualified contract must be a natural person for this purpose. With certain exceptions, where the owner of a non-tax qualified contract is a non-natural person (corporation, partnership or trust)

any increase in the accumulation value of the contract attributable to purchase payments made after February 28, 1986 will be treated as ordinary income received or accrued by the contract owner during the current tax year.

The income and gains within an annuity contract are generally tax deferred for natural persons. Within a tax-qualified plan, the plan itself provides tax deferral. Therefore, the tax-deferred treatment otherwise available to an annuity contract is not a factor to consider when purchasing an annuity within a tax-qualified plan or arrangement.

When a non-tax-qualified contract is issued in connection with a deferred compensation plan or arrangement, all rights, discretions and powers relative to the contract are vested in the employer and you must look only to your employer for the payment of deferred compensation benefits. Generally, in that case, an annuitant will have no "investment in the contract" and amounts received by you from your employer under a deferred compensation arrangement will be taxable in full as ordinary income in the years you receive the payments.

When annuity payments begin, each payment is taxable under Section 72 of the Code as ordinary income in the year of receipt if you have neither paid any portion of the purchase payments nor previously been taxed on any portion of the purchase payments. If any portion of the purchase payments has been paid from or included in your taxable income, this aggregate amount will be considered your "investment in the contract." You will be entitled to exclude from your taxable income a portion of each annuity payment equal to your "investment in the contract" divided by the period of expected annuity payments, determined by your life expectancy and the form of annuity benefit. Once you recover your "investment in the contract," all further annuity payments will be included in your taxable income.

A withdrawal of contract values is taxable as ordinary income in the year received to the extent that the accumulated value of the contract immediately before the payment exceeds the "investment in the contract." If you elect to withdraw any portion of your accumulated value in lieu of receiving annuity payments, that withdrawal is treated as a distribution of earnings first and only second as a recovery of your "investment in the contract." Any part of the value of the contract that you assign or pledge to secure a loan will be taxed as if it had been a withdrawal and may be subject to a penalty tax.

Under tax regulations, all contracts issued in the same calendar year to the same owner should be treated as one contract for tax reporting purposes, so that cost basis and gain will be aggregated for the purpose of determining the taxable portion of any withdrawal.

There is a penalty tax equal to 10% of any amount that must be included in gross income for tax purposes. The penalty will not apply to a redemption that is:

- received on or after the taxpayer reaches age 59 ½;
- made to a beneficiary on or after the death of the annuitant;
- attributable to the taxpayer's becoming disabled;
- made as a series of substantially equal periodic payments for the life of the annuitant (or joint lives of the annuitant and beneficiary);
- from a contract that is a qualified funding asset for purposes of a structured settlement;
- made under an annuity contract that is purchased with a single premium and with an annuity payout date not later than a year from the purchase of the annuity;
- incident to divorce;
- a qualified reservist distribution; or
- a distribution from an IRA for a first home purchase;
- taken from an IRA for higher education expenses; or
- taken from an IRA for a qualified first-time home purchase (up to \$10,000) or qualified education expenses.

Any taxable amount you withdraw from an annuity contract is automatically subject to 10% withholding unless you elect not to have withholding apply. If you elect not to have withholding apply to an early withdrawal or if an insufficient amount is withheld, you may be responsible for payment of estimated tax. You may also incur penalties under the estimated tax rules if the withholding and estimated tax payments are not sufficient. If you fail to provide your taxpayer identification number, any payments under the contract will automatically be subject to withholding. The Code requires 20% withholding for distributions from contracts owned by tax qualified plans.

Tax-Deferred Annuities

Under the provisions of Section 403(b) of the Code, employees may exclude from their gross income purchase payments made for annuity contracts purchased for them by public educational institutions and certain tax-exempt organizations which

are described in Section 501(c)(3) of the Code. You may make this exclusion to the extent that the aggregate purchase payments plus any other amounts contributed to purchase the contract and toward benefits under qualified retirement plans do not exceed certain limits in the Code. Employee contributions are, however, subject to social security (FICA) tax withholding. All amounts you receive under a contract, either in the form of annuity payments or cash withdrawal, will be taxed under Section 72 of the Code as ordinary income for the year received, except for exclusion of any amounts representing “investment in the contract.” Under certain circumstances, amounts you receive may be used to make a “tax-free rollover” into one of the types of individual retirement arrangements permitted under the Code. Amounts you receive that are eligible for “tax-free rollover” will be subject to an automatic 20% withholding unless you directly roll over such amounts from the tax-deferred annuity to the individual retirement arrangement.

With respect to earnings accrued and purchase payments made after December 31, 1988, for a contract set up under Section 403(b) of the Code, distributions may be paid only when the employee:

- attains age 59 ½,
- separates from the employer’s service,
- dies,
- becomes disabled as defined in the Code, or
- incurs a financial hardship as defined in the Code.

In the case of hardship, cash distributions may not exceed the amount of your purchase payments. These restrictions do not affect your right to transfer investments among the Funds and do not limit the availability of transfers between tax-deferred annuities.

Qualified Pension or Profit-Sharing Plans

Under present law, purchase payments made by an employer or trustee, for a plan or trust qualified under Section 401(a) or 403 of the Code, are generally excludable from the employee’s gross income. Any purchase payments made by the employee, or which are considered taxable income to the employee in the year such payments are made, constitute an “investment in the contract” under Section 72 of the Code for the employee’s annuity benefits. Salary reduction payments (unless characterized as Roth contributions) to a profit sharing plan qualifying under Section 401(k) of the Code are generally excludable from the employee’s gross income up to certain limits in the Code, and therefore are not considered “investment in the contract”.

The Code requires plans to prohibit any distribution to a plan participant prior to age 59 ½, except in the event of death, total disability, financial hardship or separation from service (special rules apply for plan terminations). Distributions generally must begin no later than April 1 of the calendar year following the year in which the participant reaches age 70 ½. Premature distribution of benefits or contributions in excess of those permitted by the Code may result in certain penalties under the Code. (Special tax treatment, including capital gain treatment and 5-year forward averaging, may be available to those born before 1936). If you receive such a distribution you may be able to make a “tax-free rollover” of the distribution less your “investment in the contract” into another qualified plan in which you are a participant or into one of the types of individual retirement arrangements permitted under the Code. Your surviving spouse receiving such a distribution may be able to make a tax-free rollover to one of the types of individual retirement arrangements permitted under the Code. Amounts received that are eligible for “tax-free rollover” will be subject to an automatic 20% withholding unless such amounts are directly rolled over to another qualified plan or individual retirement arrangement.

Withholding on Annuity Payments

Distributions from tax-deferred annuities (i.e. 403b plans) or qualified pension and profit sharing plans that are eligible for “tax-free rollover” will be subject to an automatic 20% withholding unless such amounts are directly rolled over to an individual retirement arrangement or another qualified plan. Federal income tax withholding is required on annuity payments. However, recipients of annuity payments are allowed to elect not to have the tax withheld. This election may be revoked at any time and withholding would begin after that. If you do not give us your taxpayer identification number, any payments under the contract will automatically be subject to withholding.

Individual Retirement Annuities (IRAs)

See IRA Disclosure Statement (Appendix A), following.

Appendix A

IRA Disclosure Statement

This statement is designed to help you understand the requirements of federal tax law which apply to your individual retirement annuity (IRA), your Roth IRA, your simplified employee pension IRA (SEPP-IRA) for employer contributions, your Savings Incentive Match Plan for Employees (SIMPLE) IRA, or to one you purchase for your spouse. You can obtain more information regarding your IRA either from your sales representative or from any district office of the Internal Revenue Service.

Free Look Period

The annuity contract offered by this prospectus gives you the opportunity to revoke the contract for a full refund within 7 days after you receive it (or a longer period as may be required by your state law) and for IRAs, get a refund of the greater of your purchase payments or the current Contract Value if you exercise your free look. We deem you to receive the contract and the free look period to begin five days after we mail your contract to you. This is a more liberal provision than is required in connection with IRAs. To exercise this “free-look” provision, you must return the contract to us within the free look period. We must receive your contract at our administrative office (the address listed on the first page of the prospectus) by 4:00 p.m. Eastern time on the last day of the free look period.

Eligibility Requirements

IRAs are intended for all persons with earned compensation whether or not they are covered under other retirement programs. Additionally if you have a non-working spouse (and you file a joint tax return), you may establish an IRA on behalf of your non-working spouse. A working spouse may establish his or her own IRA. A divorced spouse receiving taxable alimony (and no other income) may also establish an IRA.

Contributions and Deductions

Contributions to a traditional IRA will be deductible if you are not an “active participant” in an employer maintained qualified retirement plan or if you have Adjusted Gross Income which does not exceed the “applicable dollar limit”. For a single taxpayer, the applicable dollar limitation is \$64,000 in 2019, with the amount of IRA contribution which may be deducted reduced proportionately for Adjusted Gross Income between \$64,000 and \$74,000. For married couples filing jointly, the applicable dollar limitation is \$103,000, with the amount of IRA contribution which may be deducted reduced proportionately for Adjusted Gross Income between \$103,000-\$123,000. There is no deduction allowed for IRA contributions when Adjusted Gross Income reaches \$74,000 for individuals and \$123,000 for married couples filing jointly. IRA contributions must be made by no later than the time you file your income tax return for that year. Special limits apply for the non-active participant spouse where a joint return is filed with an active participant.

The IRA maximum annual contribution and the associated tax deduction is limited to the lesser of: (1) \$6,000 in 2019 or (2) 100% of your earned compensation. Those age 50 or older may make an additional IRA contribution of \$1,000 per year in 2019. Contributions in excess of the limits may be subject to penalty. See below.

The maximum tax deductible annual contribution that a divorced spouse with no other income may make to an IRA is the lesser of (1) \$6,000 or (2) 100% of taxable alimony.

Contributions made by your employer to your SEPP-IRA are excludable from your gross income for tax purposes in the calendar year for which the amount is contributed. Certain employees who participate in a SEPP-IRA will be entitled to elect to have their employer make contributions to their SEPP-IRA on their behalf or to receive the contributions in cash. If the employee elects to have contributions made on the employee’s behalf to the SEPP, the employee’s salary is reduced by the amount of the contribution and those funds are not treated as current taxable income. Salary-reduction SEPP-IRAs (also called “SARSEPs”) are available only if at least 50% of the employees elect to have amounts contributed to the SEPP-IRA and if the employer has 25 or fewer employees at all times during the preceding year. New SARSEPs may no longer be established. Elective deferrals under a SARSEP are subject to an inflation-adjusted limit which is \$19,000 for 2019.

Under a SEPP-IRA agreement, the maximum annual contribution which your employer may make on your behalf to a SEPP-IRA contract which is excludable from your income is the lesser of 100% of your salary or \$56,000. An employee who is a participant in a SEPP-IRA agreement may make after-tax contributions to the SEPP-IRA contract, subject to the contribution limits applicable to IRAs in general. Those employee contributions will be deductible subject to the

deductibility rules described above. The Internal Revenue Service has reviewed the format of your SEPP-IRA and issued an opinion letter to us stating that it qualifies as a prototype SEPP-IRA.

If you or your employer should contribute more than the maximum contribution amount to your IRA or SEPP-IRA, the excess amount will be considered an “excess contribution”. You may withdraw an excess contribution from your IRA (or SEPP-IRA) before your tax filing date without adverse tax consequences. If, however, you fail to withdraw any such excess contribution before your tax filing date, a 6% excise tax will be imposed on the excess for the tax year of contribution.

Once the 6% excise tax has been imposed, an additional 6% penalty for the following tax year can be avoided if the excess is (1) withdrawn before the end of the following year, or (2) treated as a current contribution for the following year.

An individual retirement annuity must be an annuity contract. In our opinion, the optional additional death benefits available under the contract are part of the annuity contract. There is a risk, however, that the Internal Revenue Service would take the position that one or more of the optional additional death benefits are not part of the annuity contract. In such a case, the charges for the optional additional death benefits would be considered distributions from the IRA and would be subject to tax, including penalty taxes. The charges for the optional additional death benefits would not be deductible. It is possible that the IRS could determine that optional death proceeds in excess of the greater of the Contract Value or net purchase payments are taxable to your beneficiary. Should the IRS so rule, we may have to tax report such excess death benefits as taxable income to your beneficiary. If the IRS were to take such a position, we would take all reasonable steps to avoid this result, including the right to amend the contract, with appropriate notice to you.

The contracts are not eligible for use in Puerto Rico IRAs.

IRA for Non-working Spouse

If you establish an IRA for yourself, you may also be eligible to establish an IRA for your “non-working” spouse. In order to be eligible to establish such a spousal IRA, you must file a joint tax return with your spouse and if your non-working spouse has compensation, his/her compensation must be less than your compensation for the year. Contributions of up to \$12,000 may be made to the two IRAs if the combined compensation of you and your spouse is at least equal to the amount contributed. If requirements for deductibility (including income levels) are met, you will be able to deduct an amount equal to the least of (i) the amount contributed to the IRA’s; (ii) \$12,000; or (iii) 100% of your combined gross income.

Contributions in excess of the contribution limits may be subject to penalty. See above under “Contributions and Deductions”. If you contribute more than the allowable amount, the excess portion will be considered an excess contribution. The rules for correcting it are the same as discussed above for regular IRAs.

Other than the items mentioned in this section, all of the requirements generally applicable to IRAs are also applicable to IRAs established for non-working spouses.

Rollover Contribution

Once every year, you may withdraw any portion of the value of your IRA (or SEPP-IRA) and move it to another IRA. Withdrawals may also be made from other IRAs and contributed to this contract. Note – you are limited to one rollover per year regardless of how many IRA contracts you own. This transfer of funds from one IRA to another is called a “rollover” IRA. To qualify as a rollover contribution, the entire portion of the withdrawal must be reinvested in another IRA within 60 days after the date it is received. You are not allowed a tax-deduction for the amount of any rollover contribution. Transfers of funds directly from one IRA to another IRA, if done properly, is not a rollover and is not subject to the once per year limitation.

A similar type of rollover to an IRA can be made with the proceeds of a qualified distribution from a qualified retirement plan or tax-sheltered annuity. Properly made, such a distribution will not be taxable until you receive payments from the IRA created with it. You may later roll over such a contribution to another qualified retirement plan. (You may roll less than all of a qualified distribution into an IRA, but any part of it not rolled over will be currently includable in your income without any capital gains treatment.)

Premature Distributions

At no time can an interest in your IRA (or SEPP-IRA) be forfeited. The federal tax law does not permit you to use your IRA (or SEPP-IRA) as security for a loan. Furthermore, as a general rule, you may not sell or assign your interest in your IRA (or SEPP-IRA) to anyone. Use of an IRA (or SEPP-IRA) as security or assignment of it to another will invalidate the entire annuity. It then will be includable in your income in the year it is invalidated and will be subject to a 10% penalty tax if you are not at least age 59 ½ or totally disabled. (You may, however, assign your IRA (or SEPP-IRA) without penalty to your former spouse in accordance with the terms of a divorce decree.)

You may withdraw part of the value of your IRA (or SEPP-IRA). If a withdrawal does not qualify as a rollover, the amount withdrawn will be includable in your income and subject to the 10% penalty if you are not at least age 59 ½ or totally disabled or the withdrawal meets the requirements of another exception contained in the Code, unless you comply with special rules requiring distributions to be made at least annually over your life expectancy.

The 10% penalty tax does not apply to the withdrawal of an excess contribution as long as the excess is withdrawn before the due date of your tax return. Withdrawals of excess contributions after the due date of your tax return will generally be subject to the 10% penalty unless the excess contribution results from erroneous information from a plan trustee making an excess rollover contribution or unless you are over age 59 ½ or are disabled.

Distribution at Retirement

Once you have attained age 59 ½ (or have become totally disabled), you may elect to receive a distribution of your IRA (or SEPP-IRA) regardless of when you actually retire. You may elect to receive the distribution in either one sum or under any one of the periodic payment options available under the contract. The distributions from your IRA under any one of the periodic payment options or in one sum will be treated as ordinary income as you receive them unless nondeductible contributions were made to the IRA. In that case, only earnings will be income.

Inadequate Distributions — 50% Tax

Your IRA or SEPP-IRA is intended to provide retirement benefits over your lifetime. Thus, federal law requires that you either (1) receive a lump-sum distribution of your IRA by April 1 of the year following the year in which you attain age 70 ½ or (2) start to receive periodic payments by that date. If you elect to receive periodic payments, those payments are calculated by dividing your account balance by the distribution period shown on the Uniform Lifetime Table published by the Internal Revenue Service. If the payments are not sufficient to meet these requirements, an excise tax of 50% will be imposed on the amount of any underpayment.

Death Benefits

If you, (or your surviving spouse) die before starting required minimum distributions or receiving the entire value of your IRA (or SEPP-IRA), the remaining interest must be distributed to your beneficiary (or your surviving spouse's beneficiary) in one lump-sum within 5 years of death, applied to purchase an immediate annuity for the beneficiary or applied to purchase a beneficiary IRA which will pay out over the beneficiary's life expectancy. This annuity must be payable over the life expectancy of the beneficiary beginning within one year after your or your spouse's death. If your spouse is the designated beneficiary, he or she is treated as the owner of the IRA. If minimum required distributions have begun at the time of your death, the entire amount must be distributed over a period of time not exceeding your beneficiary's life expectancy. A distribution of the balance of your IRA upon your death will not be considered a gift for federal tax purposes, but will be included in your gross estate for purposes of federal estate taxes.

Roth IRAs

Section 408A of the Code permits eligible individuals to contribute to a type of IRA known as a "Roth IRA." In 2019, contributions may be made to a Roth IRA by taxpayers with adjusted gross incomes of less than \$203,000 for married individuals filing jointly and less than \$137,000 for single individuals. Married individuals filing separately are not eligible to contribute to a Roth IRA. The maximum amount of contributions allowable for any taxable year to all Roth IRAs maintained by an individual is generally the same as the contribution limits for traditional IRAs (the limit is phased out for incomes between \$193,000 and \$203,000 for married and between \$122,000 and \$137,000 for singles). The contribution limit is reduced by the amount of any contributions made to a non-Roth IRA. Contributions to a Roth IRA are not deductible. Catch up contributions are available for persons age 50 or older.

All or part of amounts in a non-Roth IRA may be converted, transferred or rolled over to a Roth IRA. Some or all of the IRA value will typically be includable in the taxpayer's gross income. Provided a rollover contribution meets the requirements for IRAs under Section 408(d)(3) of the Code, a rollover may be made from a Roth IRA to another Roth IRA.

Persons considering a rollover, transfer or conversion should consult their own tax advisor.

"Qualified distributions" from a Roth IRA are excludable from gross income. A "qualified distribution" is a distribution that satisfies two requirements: (1) the distribution must be made (a) after the owner of the IRA attains age 59 ½; (b) after the owner's death; (c) due to the owner's disability; or (d) for a qualified first time homebuyer distribution within the meaning of Section 72(t)(2)(F) of the Code; and (2) the distribution must be made in the year that is at least five years after the first year for which a contribution was made to any Roth IRA established for the owner or five years after a rollover, transfer or conversion was made from a non-Roth IRA to a Roth IRA. Distributions from a Roth IRA that are not qualified

distributions will be treated as made first from contributions and then from earnings, and taxed generally in the same manner as distributions from a non-Roth IRA.

Distributions from a Roth IRA need not commence at age 70 ½. However, if the owner dies before the entire interest in a Roth IRA is distributed, any remaining interest in the contract must be distributed by December 31 of the calendar year containing the fifth anniversary of the owner's death subject to certain exceptions.

Savings Incentive Match Plan for Employees (SIMPLE)

An employer may sponsor a plan allowing for employee salary deferral contributions with an additional employer contribution. SIMPLE plans may operate as a 401(k) or an IRA. Limits for employee contributions to a SIMPLE are \$13,000 in 2018. Employees age 50 and older may contribute an additional \$3,000 in 2018. Distributions from a SIMPLE are subject to restrictions similar to distributions from a traditional IRA. Additional terms of your SIMPLE are in a summary plan description distributed by your employer.

Reporting to the IRS

Whenever you are liable for one of the penalty taxes discussed above (6% for excess contributions, 10% for premature distributions or 50% for underpayments), you must file Form 5329 with the Internal Revenue Service. The form is to be attached to your federal income tax return for the tax year in which the penalty applies. Normal contributions and distributions must be shown on your income tax return for the year to which they relate.

Illustration of IRA Fixed Accumulations

<u>Year</u>	<u>\$1,000 Annual Contribution</u>	<u>\$1,000 One Time Contribution</u>	<u>Year</u>	<u>\$1,000 Annual Contribution</u>	<u>\$1,000 One Time Contribution</u>
1	\$1,020.00	\$1,020.00	36	\$53,034.25	\$2,039.87
2	\$2,060.40	\$1,040.40	37	\$55,114.94	\$2,080.67
3	\$3,121.61	\$1,061.21	38	\$57,237.24	\$2,122.28
4	\$4,204.04	\$1,082.43	39	\$59,401.98	\$2,164.73
5	\$5,308.12	\$1,104.08	40	\$61,610.02	\$2,208.02
6	\$6,434.28	\$1,126.16	41	\$63,862.22	\$2,252.18
7	\$7,582.97	\$1,148.68	42	\$66,159.47	\$2,297.22
8	\$8,754.63	\$1,171.65	43	\$68,502.66	\$2,343.16
9	\$9,949.72	\$1,195.08	44	\$70,892.71	\$2,390.02
10	\$11,168.71	\$1,218.98	45	\$73,330.56	\$2,437.82
11	\$12,412.09	\$1,243.36	46	\$75,817.18	\$2,486.58
12	\$13,680.33	\$1,268.23	47	\$78,353.52	\$2,536.31
13	\$14,973.94	\$1,293.59	48	\$80,940.59	\$2,587.04
14	\$16,293.42	\$1,319.46	49	\$83,579.40	\$2,638.78
15	\$17,639.28	\$1,345.85	50	\$86,270.99	\$2,691.56
16	\$19,012.07	\$1,372.77	51	\$89,016.41	\$2,745.39
17	\$20,412.31	\$1,400.23	52	\$91,816.74	\$2,800.30
18	\$21,840.56	\$1,428.23	53	\$94,673.07	\$2,856.31
19	\$23,297.37	\$1,456.79	54	\$97,586.53	\$2,913.44
20	\$24,783.32	\$1,485.93	55	\$100,558.26	\$2,971.71
21	\$26,298.98	\$1,515.65	56	\$103,589.43	\$3,031.14
22	\$27,844.96	\$1,545.96	57	\$106,681.22	\$3,091.76
23	\$29,421.86	\$1,576.88	58	\$109,834.84	\$3,153.60
24	\$31,030.30	\$1,608.42	59	\$113,051.54	\$3,216.67
25	\$32,670.91	\$1,640.59	60	\$116,332.57	\$3,281.00
26	\$34,344.32	\$1,673.40	61	\$119,679.22	\$3,346.62
27	\$36,051.21	\$1,706.87	62	\$123,092.81	\$3,413.55
28	\$37,792.23	\$1,741.01	63	\$126,574.66	\$3,481.82
29	\$39,568.08	\$1,775.83	64	\$130,126.16	\$3,551.46
30	\$41,379.44	\$1,811.35	65	\$133,748.68	\$3,622.49
31	\$43,227.03	\$1,847.58	66	\$137,443.65	\$3,694.94
32	\$45,111.57	\$1,884.53	67	\$141,212.53	\$3,768.84
33	\$47,033.80	\$1,922.22	68	\$145,056.78	\$3,844.22
34	\$48,994.48	\$1,960.66	69	\$148,977.91	\$3,921.10
35	\$50,994.37	\$1,999.87	70	\$152,977.47	\$3,999.52

Neither the values, nor any earnings on the values in this variable annuity policy are guaranteed. To the extent that amounts are invested in the Fixed Accumulation Account of the insurer, the principal is guaranteed as well as interest at the guaranteed rate contained in the policy. For purposes of this projection, an annual earnings rate of 2% has been assumed. Withdrawals from the policy will incur a surrender charge for 3 years after amounts are deposited into the policy as follows: Year 1- 7%, Year 2- 7%, Year 3- 7%. See "Surrender Charge" in this prospectus for further information regarding application of the surrender charge.

Appendix B

Accumulation Unit Values

The following table shows selected information concerning Accumulation Units for each subaccount for each of the last ten calendar years, or since inception if less. The Accumulation Unit values do not reflect the deduction of certain charges that are subtracted from your annuity Contract Value, such as the contract maintenance charge. A portion of the information in the table is also included in the Separate Account's financial statements. To obtain a more complete picture of each subaccount's financial status and performance, you should review the Separate Account's financial statements which are contained in the Statement of Additional Information.

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
Ohio National Fund, Inc.				
ON Equity Portfolio	2009	\$5.17	\$7.09	169,259
	2010	\$7.09	\$7.55	164,714
	2011	\$7.55	\$7.19	152,505
	2012	\$7.19	\$8.21	141,435
	2013	\$8.21	\$11.14	124,295
	2014	\$11.14	\$12.54	259,064
	2015	\$12.54	\$11.91	280,712
	2016	\$11.91	\$13.23	266,483
	2017	\$13.23	\$14.97	242,297
	2018	\$14.97	\$12.72	241,427
ON Bond Portfolio	2009	\$12.56	\$14.98	52,449
	2010	\$14.98	\$15.93	53,657
	2011	\$15.93	\$16.71	43,437
	2012	\$16.71	\$17.68	41,813
	2013	\$17.68	\$17.10	41,859
	2014	\$17.10	\$17.85	38,856
	2015	\$17.85	\$17.25	36,817
	2016	\$17.25	\$18.35	31,559
	2017	\$18.35	\$19.22	30,105
	2018	\$19.22	\$18.37	27,318
ON BlackRock Balanced Allocation Portfolio	2009	\$6.39	\$8.39	2,696
	2010	\$8.39	\$9.37	2,713
	2011	\$9.37	\$8.86	2,743
	2012	\$8.86	\$9.79	2,805
	2013	\$9.79	\$12.60	2,508
	2014	\$12.60	\$13.93	1,174
	2015	\$13.93	\$14.03	991
	2016	\$14.03	\$15.25	956
	2017	\$15.25	\$18.21	851
	2018	\$18.21	\$15.34	869
ON S&P 500® Index Portfolio	2009	\$8.25	\$10.24	13,985
	2010	\$10.24	\$11.56	18,833
	2011	\$11.56	\$11.60	23,035

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2012	\$11.60	\$13.20	31,710
	2013	\$13.20	\$17.15	39,697
	2014	\$17.15	\$19.13	48,944
	2015	\$19.13	\$19.04	58,790
	2016	\$19.04	\$20.93	159,066
	2017	\$20.93	\$25.06	156,409
	2018	\$25.06	\$23.53	138,676
ON International Equity Portfolio	2009	\$6.83	\$9.31	256,643
	2010	\$9.31	\$10.72	232,713
	2011	\$10.72	\$8.94	227,021
	2012	\$8.94	\$10.60	208,603
	2013	\$10.60	\$11.68	219,969
	2014	\$11.68	\$10.43	234,667
	2015	\$10.43	\$10.24	211,304
	2016	\$10.24	\$9.61	193,244
	2017	\$9.61	\$12.02	147,147
	2018	\$12.02	\$10.27	141,197
ON Foreign Portfolio	2009	\$9.68	\$13.94	6,823
	2010	\$13.94	\$16.47	6,639
	2011	\$16.47	\$13.39	6,103
	2012	\$13.39	\$16.21	5,925
	2013	\$16.21	\$20.41	5,059
	2014	\$20.41	\$18.35	5,192
	2015	\$18.35	\$19.81	18,092
	2016	\$19.81	\$18.07	12,552
	2017	\$18.07	\$21.35	11,982
	2018	\$21.35	\$17.77	12,054
ON Capital Appreciation Portfolio	2009	\$12.05	\$16.97	50,889
	2010	\$16.97	\$19.58	49,280
	2011	\$19.58	\$18.99	44,699
	2012	\$18.99	\$22.02	40,437
	2013	\$22.02	\$29.21	39,657
	2014	\$29.21	\$31.27	98,697
	2015	\$31.27	\$30.20	100,771
	2016	\$30.20	\$34.15	39,648
	2017	\$34.15	\$39.01	33,390
	2018	\$39.01	\$33.24	31,731
ON Janus Henderson Forty Portfolio	2009	\$4.17	\$5.87	18,550
	2010	\$5.87	\$6.36	41,765
	2011	\$6.36	\$5.95	38,115
	2012	\$5.95	\$7.20	36,025
	2013	\$7.20	\$9.34	34,415
	2014	\$9.34	\$10.09	24,510

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2015	\$10.09	\$10.97	22,555
	2016	\$10.97	\$11.19	19,033
	2017	\$11.19	\$14.09	18,077
	2018	\$14.09	\$14.61	12,628
ON Janus Henderson Enterprise Portfolio	2009	\$8.96	\$12.42	13,343
	2010	\$12.42	\$14.65	13,549
	2011	\$14.65	\$13.97	13,051
	2012	\$13.97	\$16.49	11,561
	2013	\$16.49	\$21.54	10,669
	2014	\$21.54	\$23.68	10,813
	2015	\$23.68	\$22.18	12,926
	2016	\$22.18	\$22.21	10,323
	2017	\$22.21	\$27.84	7,452
	2018	\$27.84	\$26.58	6,827
ON ClearBridge Small Cap Portfolio	2009	\$14.62	\$19.51	2,188
	2010	\$19.51	\$26.25	7,009
	2011	\$26.25	\$25.25	8,063
	2012	\$25.25	\$28.34	7,439
	2013	\$28.34	\$36.41	7,465
	2014	\$36.41	\$36.78	9,546
	2015	\$36.78	\$35.38	25,839
	2016	\$35.38	\$44.67	35,641
	2017	\$44.67	\$49.43	32,460
	2018	\$49.43	\$44.26	30,408
ON Federated High Income Bond Portfolio	2009	\$10.54	\$15.51	63,967
	2010	\$15.51	\$17.45	106,405
	2011	\$17.45	\$18.13	103,008
	2012	\$18.13	\$20.44	103,170
	2013	\$20.44	\$21.59	103,213
	2014	\$21.59	\$21.88	77,790
	2015	\$21.88	\$20.92	90,466
	2016	\$20.92	\$23.60	91,393
	2017	\$23.60	\$24.90	93,049
	2018	\$24.90	\$23.75	81,964
ON Federated Strategic Value Dividend Portfolio	2009	\$8.07	\$8.88	9,160
	2010	\$8.88	\$9.80	29,658
	2011	\$9.80	\$11.02	33,797
	2012	\$11.02	\$11.66	187,739
	2013	\$11.66	\$13.91	221,681
	2014	\$13.91	\$15.42	168,816
	2015	\$15.42	\$15.85	172,406
	2016	\$15.85	\$17.34	181,732
	2017	\$17.34	\$19.60	179,802

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2018	\$19.60	\$17.69	165,389
ON Janus Henderson Venture Portfolio	2009	\$3.85	\$5.72	63
	2010	\$5.72	\$7.34	168
	2011	\$7.34	\$7.43	344
	2012	\$7.43	\$8.65	5,921
	2013	\$8.65	\$12.39	10,760
	2014	\$12.39	\$13.52	61,875
	2015	\$13.52	\$13.31	124,404
	2016	\$13.31	\$13.96	82,570
	2017	\$13.96	\$17.07	73,892
	2018	\$17.07	\$15.76	68,318
ON Nasdaq-100® Index Portfolio	2009	\$2.76	\$4.18	55,990
	2010	\$4.18	\$4.92	54,120
	2011	\$4.92	\$5.01	46,321
	2012	\$5.01	\$5.82	44,431
	2013	\$5.82	\$7.80	41,011
	2014	\$7.80	\$9.14	40,037
	2015	\$9.14	\$9.84	62,302
	2016	\$9.84	\$10.35	50,406
	2017	\$10.35	\$13.52	57,601
	2018	\$13.52	\$13.27	54,907
ON BlackRock Advantage Large Cap Core Portfolio	2009	\$8.66	\$11.59	120,705
	2010	\$11.59	\$12.93	134,237
	2011	\$12.93	\$11.84	141,127
	2012	\$11.84	\$13.22	134,330
	2013	\$13.22	\$18.41	107,642
	2014	\$18.41	\$20.67	93,447
	2015	\$20.67	\$21.22	97,108
	2016	\$21.22	\$23.39	74,714
	2017	\$23.39	\$29.02	64,477
	2018	\$29.02	\$23.48	62,676
ON BlackRock Advantage Small Cap Growth Portfolio	2009	\$8.66	\$9.90	118,352
	2010	\$9.90	\$12.11	111,266
	2011	\$12.11	\$10.83	126,376
	2012	\$10.83	\$11.89	117,048
	2013	\$11.89	\$16.50	96,229
	2014	\$16.50	\$17.28	90,498
	2015	\$17.28	\$16.32	95,625
	2016	\$16.32	\$16.82	56,949
	2017	\$16.82	\$20.17	47,588
	2018	\$20.17	\$18.86	41,450

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
ON ICON Balanced Portfolio	2009	\$10.20	\$12.56	1,153
	2010	\$12.56	\$13.35	1,577
	2011	\$13.35	\$13.47	1,594
	2012	\$13.47	\$15.05	1,588
	2013	\$15.05	\$17.11	26,451
	2014	\$17.11	\$17.88	182,722
	2015	\$17.88	\$17.90	13,394
	2016	\$17.90	\$18.46	150,879
	2017	\$18.46	\$20.19	143,201
	2018	\$20.19	\$17.81	136,322
ON S&P MidCap 400® Index Portfolio	2009	\$6.68	\$7.56	4,584
	2010	\$7.56	\$8.91	4,249
	2011	\$8.91	\$8.66	3,916
	2012	\$8.66	\$9.85	848
	2013	\$9.85	\$13.28	76,647
	2014	\$13.28	\$14.07	71,796
	2015	\$14.07	\$13.42	69,196
	2016	\$13.42	\$14.49	62,799
	2017	\$14.49	\$16.51	59,962
	2018	\$16.51	\$14.41	56,445
ON BlackRock Advantage Large Cap Growth Portfolio	2009	\$6.00	\$8.42	0
	2010	\$8.42	\$9.37	76,490
	2011	\$9.37	\$9.08	84,388
	2012	\$9.08	\$9.95	79,615
	2013	\$9.95	\$13.60	63,009
	2014	\$13.60	\$15.03	55,093
	2015	\$15.03	\$15.67	51,383
	2016	\$15.67	\$16.65	48,964
	2017	\$16.65	\$21.30	43,955
	2018	\$21.30	\$17.88	41,605
ON Risk Managed Balanced Portfolio	2014	\$10.00	\$10.73	0
	2015	\$10.73	\$10.44	1,088
	2016	\$10.44	\$10.68	2,737
	2017	\$10.68	\$12.40	2,670
	2018	\$12.40	\$12.13	2,066
ON Conservative Model Portfolio	2017	\$10.00	\$10.41	0
	2018	\$10.41	\$9.95	0
ON Moderately Conservative Model Portfolio	2017	\$10.00	\$10.57	0
	2018	\$10.57	\$9.84	0
ON Balanced Model Portfolio	2017	\$10.00	\$10.69	0
	2018	\$10.69	\$9.72	0

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
ON Moderate Growth Model Portfolio	2017	\$10.00	\$10.92	110,855
	2018	\$10.92	\$9.68	110,103
ON Growth Model Portfolio	2017	\$10.00	\$11.02	0
	2018	\$11.02	\$9.61	0
AB Variable Products Series Fund, Inc.				
(Class B)				
AB VPS Growth & Income Portfolio	2016	\$17.65	\$19.21	0
	2017	\$19.21	\$22.47	1,937
	2018	\$22.47	\$20.87	1,853
AB VPS Small Cap Growth Portfolio	2016	\$24.02	\$26.58	0
	2017	\$26.58	\$35.07	0
	2018	\$35.07	\$34.20	0
AB VPS Dynamic Asset Allocation Portfolio	2011	\$10.00	\$9.71	0
	2012	\$9.71	\$10.34	460
	2013	\$10.34	\$11.41	560
	2014	\$11.41	\$11.73	428
	2015	\$11.73	\$11.42	0
	2016	\$11.42	\$11.64	947
	2017	\$11.64	\$13.12	918
	2018	\$13.12	\$11.99	405
AB VPS Global Risk Allocation-Moderate Portfolio	2015	\$10.00	\$9.85	0
	2016	\$9.85	\$10.12	1,124
	2017	\$10.12	\$11.13	1,081
	2018	\$11.13	\$10.45	464
AIM Variable Insurance Funds (Invesco Variable Insurance Funds) (Series II)				
Invesco V.I. International Growth Fund	2009	\$6.16	\$8.29	295,740
	2010	\$8.29	\$8.99	25,973
	2011	\$8.99	\$8.24	26,752
	2012	\$8.24	\$9.37	25,155
	2013	\$9.37	\$10.97	21,815
	2014	\$10.97	\$10.83	36,487
	2015	\$10.83	\$10.40	60,121
	2016	\$10.40	\$10.19	53,317
	2017	\$10.19	\$12.33	53,943
	2018	\$12.33	\$10.31	61,614
Invesco V.I. Balanced-Risk Allocation Fund	2012	\$10.00	\$10.84	392,520
	2013	\$10.84	\$10.84	315,153
	2014	\$10.84	\$11.30	80,032

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2015	\$11.30	\$10.65	80,466
	2016	\$10.65	\$11.72	76,865
	2017	\$11.72	\$12.69	76,442
	2018	\$12.69	\$11.67	67,795
Dreyfus Variable Investment Fund (Service Shares)				
Appreciation Portfolio	2009	\$10.38	\$12.52	8,466
	2010	\$12.52	\$14.20	9,380
	2011	\$14.20	\$15.23	11,542
	2012	\$15.23	\$16.54	16,216
	2013	\$16.54	\$19.71	15,549
	2014	\$19.71	\$20.96	14,588
	2015	\$20.96	\$20.11	7,733
	2016	\$20.11	\$21.34	7,495
	2017	\$21.34	\$26.73	7,073
	2018	\$26.73	\$24.49	5,240
Federated Insurance Series				
Federated Kaufmann Fund II (Service Shares)	2009	\$6.27	\$7.98	6,240
	2010	\$7.98	\$9.27	6,176
	2011	\$9.27	\$7.91	7,072
	2012	\$7.91	\$9.13	6,531
	2013	\$9.13	\$12.57	6,954
	2014	\$12.57	\$13.57	13,923
	2015	\$13.57	\$14.20	24,598
	2016	\$14.20	\$14.49	21,242
	2017	\$14.49	\$18.28	20,101
	2018	\$18.28	\$18.76	18,197
Federated Managed Volatility Fund II (Primary Shares)	2012	\$10.00	\$11.11	428
	2013	\$11.11	\$13.34	1,916
	2014	\$13.34	\$13.67	7,330
	2015	\$13.67	\$12.47	6,602
	2016	\$12.47	\$13.24	5,377
	2017	\$13.24	\$15.42	4,769
	2018	\$15.42	\$13.92	4,556
Federated Managed Volatility Fund II (Service Shares)	2018	\$10.00	\$9.05	0
Fidelity® Variable Insurance Products (Service Class 2)				
Fidelity® VIP Contrafund® Portfolio	2009	\$8.42	\$11.25	126,535
	2010	\$11.25	\$12.98	133,470
	2011	\$12.98	\$12.44	132,317
	2012	\$12.44	\$14.25	126,598
	2013	\$14.25	\$18.40	128,315

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2014	\$18.40	\$20.26	116,606
	2015	\$20.26	\$20.07	93,180
	2016	\$20.07	\$21.32	81,022
	2017	\$21.32	\$25.56	75,366
	2018	\$25.56	\$23.54	66,840
Fidelity® VIP Mid Cap Portfolio	2009	\$13.78	\$19.00	43,465
	2010	\$19.00	\$24.09	50,549
	2011	\$24.09	\$21.18	107,900
	2012	\$21.18	\$23.93	103,245
	2013	\$23.93	\$32.06	90,777
	2014	\$32.06	\$33.52	87,951
	2015	\$33.52	\$32.52	77,979
	2016	\$32.52	\$35.90	64,132
	2017	\$35.90	\$42.67	56,226
	2018	\$42.67	\$35.86	54,829
Fidelity® VIP Growth Portfolio	2009	\$4.44	\$5.60	1,034
	2010	\$5.60	\$6.85	961
	2011	\$6.85	\$6.75	0
	2012	\$6.75	\$7.61	0
	2013	\$7.61	\$10.21	0
	2014	\$10.21	\$11.18	3,096
	2015	\$11.18	\$11.79	1,309
	2016	\$11.79	\$11.69	1,025
	2017	\$11.69	\$15.54	929
	2018	\$15.54	\$15.26	2,075
Fidelity® VIP Equity-Income Portfolio	2009	\$8.22	\$10.53	80,680
	2010	\$10.53	\$11.94	74,681
	2011	\$11.94	\$11.85	58,765
	2012	\$11.85	\$13.68	53,173
	2013	\$13.68	\$17.24	51,867
	2014	\$17.24	\$18.45	47,286
	2015	\$18.45	\$17.42	44,107
	2016	\$17.42	\$20.22	40,124
	2017	\$20.22	\$22.47	35,149
	2018	\$22.47	\$20.26	28,001
Fidelity® VIP Real Estate Portfolio	2009	\$5.28	\$7.16	6,605
	2010	\$7.16	\$9.19	87,356
	2011	\$9.19	\$9.77	91,145
	2012	\$9.77	\$11.39	94,831
	2013	\$11.39	\$11.42	90,236
	2014	\$11.42	\$14.61	75,884
	2015	\$14.61	\$14.91	69,921
	2016	\$14.91	\$15.51	64,668

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2017	\$15.51	\$15.88	61,742
	2018	\$15.88	\$14.64	56,161
Fidelity® VIP Target Volatility Portfolio	2013	\$10.00	\$11.34	2,254
	2014	\$11.34	\$11.83	1,697
	2015	\$11.83	\$11.51	1,974
	2016	\$11.51	\$11.92	932
	2017	\$11.92	\$13.67	881
	2018	\$13.67	\$12.68	383
Fidelity® Variable Insurance Products				
(Service Class)				
Fidelity® VIP Government Money Market Portfolio	2016	\$11.13	\$11.01	118,298
	2017	\$11.01	\$10.92	116,743
	2018	\$10.92	\$10.94	110,865
Franklin Templeton Variable Insurance				
Products Trust (Class 2)				
Franklin Income VIP Fund	2009	\$8.58	\$11.47	28,104
	2010	\$11.47	\$12.75	24,387
	2011	\$12.75	\$12.87	21,770
	2012	\$12.87	\$14.30	22,234
	2013	\$14.30	\$16.07	22,102
	2014	\$16.07	\$16.58	21,230
	2015	\$16.58	\$15.19	20,661
	2016	\$15.19	\$17.09	17,551
	2017	\$17.09	\$18.48	16,835
	2018	\$18.48	\$17.44	15,512
Franklin Flex Cap Growth VIP Fund	2009	\$8.31	\$10.90	86,091
	2010	\$10.90	\$12.49	58,991
	2011	\$12.49	\$11.72	47,416
	2012	\$11.72	\$12.63	35,450
	2013	\$12.63	\$17.13	29,318
	2014	\$17.13	\$17.92	0
	2015	\$17.92	\$18.44	0
	2016	\$18.44	\$17.66	0
	2017	\$17.66	\$22.11	0
	2018	\$22.11	\$22.49	0
Templeton Foreign VIP Fund	2009	\$8.96	\$12.12	44,142
	2010	\$12.12	\$12.95	105,937
	2011	\$12.95	\$11.42	99,114
	2012	\$11.42	\$13.31	95,030
	2013	\$13.31	\$16.14	94,379
	2014	\$16.14	\$14.15	89,571
	2015	\$14.15	\$13.04	68,284

<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
2016	\$13.04	\$13.79	65,512
2017	\$13.79	\$15.87	61,031
2018	\$15.87	\$13.23	62,304

**Franklin Templeton Variable Insurance
Products Trust (Class 4)**

Franklin Income VIP Fund	2009	\$6.90	\$9.22	30,523
	2010	\$9.22	\$10.23	36,888
	2011	\$10.23	\$10.32	37,680
	2012	\$10.32	\$11.45	41,470
	2013	\$11.45	\$12.86	39,376
	2014	\$12.86	\$13.26	88,001
	2015	\$13.26	\$12.14	76,537
	2016	\$12.14	\$13.63	66,722
	2017	\$13.63	\$14.73	57,183
	2018	\$14.73	\$13.88	52,055
Franklin Flex Cap Growth VIP Fund	2009	\$6.65	\$8.71	306,656
	2010	\$8.71	\$9.97	286,707
	2011	\$9.97	\$9.35	47,416
	2012	\$9.35	\$10.07	197,216
	2013	\$10.07	\$13.63	162,499
	2014	\$13.63	\$14.25	55,882
	2015	\$14.25	\$14.66	53,624
	2016	\$14.66	\$14.02	44,777
	2017	\$14.02	\$17.54	27,041
	2018	\$17.54	\$17.83	21,834
Templeton Foreign VIP Fund	2009	\$6.19	\$8.36	15,464
	2010	\$8.36	\$8.93	287,345
	2011	\$8.93	\$7.86	321,077
	2012	\$7.86	\$9.16	315,487
	2013	\$9.16	\$11.10	288,023
	2014	\$11.10	\$9.72	337,330
	2015	\$9.72	\$8.95	326,017
	2016	\$8.95	\$9.45	312,673
	2017	\$9.45	\$10.87	293,673
	2018	\$10.87	\$9.05	303,200
Franklin Allocation VIP Fund	2009	\$6.60	\$8.47	25,513
	2010	\$8.47	\$9.21	25,452
	2011	\$9.21	\$8.93	25,367
	2012	\$8.93	\$10.14	22,412
	2013	\$10.14	\$12.37	25,670
	2014	\$12.37	\$12.53	27,547
	2015	\$12.53	\$11.59	24,397
	2016	\$11.59	\$12.91	22,546
	2017	\$12.91	\$14.23	20,907

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2018	\$14.23	\$12.69	19,439
Franklin Templeton Variable Insurance Products Trust (Class 5)				
Franklin VolSmart Allocation VIP Fund	2015	\$10.00	\$9.87	0
	2016	\$9.87	\$10.18	1,088
	2017	\$10.18	\$11.61	1,046
	2018	\$11.61	\$10.67	455
Goldman Sachs Variable Insurance Trust (Institutional Shares)				
Goldman Sachs Large Cap Value Fund	2009	\$7.78	\$9.08	322,133
	2010	\$9.08	\$9.95	334,987
	2011	\$9.95	\$9.13	313,035
	2012	\$9.13	\$10.72	249,806
	2013	\$10.72	\$14.09	209,860
	2014	\$14.09	\$15.69	154,381
	2015	\$15.69	\$14.79	153,002
	2016	\$14.79	\$16.27	126,831
	2017	\$16.27	\$17.63	113,410
	2018	\$17.63	\$15.92	104,485
Goldman Sachs U.S. Equity Insights Fund	2009	\$7.59	\$9.07	50,594
	2010	\$9.07	\$10.10	51,196
	2011	\$10.10	\$10.36	42,575
	2012	\$10.36	\$11.69	38,762
	2013	\$11.69	\$15.86	34,951
	2014	\$15.86	\$18.20	28,783
	2015	\$18.20	\$17.91	25,899
	2016	\$17.91	\$19.56	21,487
	2017	\$19.56	\$23.94	15,097
	2018	\$23.94	\$22.14	13,684
Goldman Sachs Strategic Growth Fund	2009	\$7.13	\$10.39	15,143
	2010	\$10.39	\$11.35	14,986
	2011	\$11.35	\$10.90	11,861
	2012	\$10.90	\$12.89	9,650
	2013	\$12.89	\$16.83	8,603
	2014	\$16.83	\$18.86	7,535
	2015	\$18.86	\$19.24	7,345
	2016	\$19.24	\$19.35	7,253
	2017	\$19.35	\$24.93	8,647
	2018	\$24.93	\$24.33	5,231
Goldman Sachs Variable Insurance Trust (Service Shares)				
Goldman Sachs Large Cap Value Fund	2009	\$6.55	\$7.62	488,996
	2010	\$7.62	\$8.33	621,566
	2011	\$8.33	\$7.62	663,733

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	2012	\$7.62	\$8.92	396,248
	2013	\$8.92	\$11.70	304,848
	2014	\$11.70	\$12.99	232,903
	2015	\$12.99	\$12.23	254,007
	2016	\$12.23	\$13.42	179,334
	2017	\$13.42	\$14.50	156,833
	2018	\$14.50	\$13.05	147,515
Goldman Sachs U.S. Equity Insights Fund	2009	\$6.55	\$7.81	0
	2010	\$7.81	\$8.67	0
	2011	\$8.67	\$8.88	0
	2012	\$8.88	\$10.00	0
	2013	\$10.00	\$13.53	0
	2014	\$13.53	\$15.50	0
	2015	\$15.50	\$15.22	0
	2016	\$15.22	\$16.59	0
	2017	\$16.59	\$20.25	0
	2018	\$20.25	\$18.70	0
Goldman Sachs Strategic Growth Fund	2009	\$5.91	\$8.60	901
	2010	\$8.60	\$9.37	2,221
	2011	\$9.37	\$8.98	2,243
	2012	\$8.98	\$10.59	2,194
	2013	\$10.59	\$13.79	2,496
	2014	\$13.79	\$15.42	4,614
	2015	\$15.42	\$15.69	4,271
	2016	\$15.69	\$15.73	4,058
	2017	\$15.73	\$20.22	7,451
	2018	\$20.22	\$19.68	9,976
Goldman Sachs Global Trends Allocation Fund	2012	\$10.00	\$10.22	466
	2013	\$10.22	\$11.44	2,234
	2014	\$11.44	\$11.73	1,711
	2015	\$11.73	\$10.90	2,085
	2016	\$10.90	\$11.21	612
	2017	\$11.21	\$12.51	584
	2018	\$12.51	\$11.80	247
Ivy Variable Insurance Portfolios (Class II)				
Ivy VIP Asset Strategy	2009	\$9.10	\$11.23	170,868
	2010	\$11.23	\$12.03	197,717
	2011	\$12.03	\$11.01	227,234
	2012	\$11.01	\$12.94	221,396
	2013	\$12.94	\$15.97	241,577
	2014	\$15.97	\$14.92	207,873
	2015	\$14.92	\$13.49	181,813
	2016	\$13.49	\$12.96	155,602

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2017	\$12.96	\$15.12	133,794
	2018	\$15.12	\$14.10	125,974
Ivy VIP Natural Resources	2009	\$6.04	\$10.35	61,202
	2010	\$10.35	\$11.95	59,529
	2011	\$11.95	\$9.26	63,743
	2012	\$9.26	\$9.30	29,372
	2013	\$9.30	\$9.89	25,716
	2014	\$9.89	\$8.48	24,010
	2015	\$8.48	\$6.49	11,618
	2016	\$6.49	\$7.92	10,428
	2017	\$7.92	\$8.05	7,559
	2018	\$8.05	\$6.09	7,244
Ivy VIP Science and Technology	2009	\$8.22	\$11.66	11,379
	2010	\$11.66	\$12.96	15,739
	2011	\$12.96	\$12.05	14,961
	2012	\$12.05	\$15.19	11,181
	2013	\$15.19	\$23.42	11,958
	2014	\$23.42	\$23.77	15,779
	2015	\$23.77	\$22.77	10,759
	2016	\$22.77	\$22.80	9,804
	2017	\$22.80	\$29.71	9,181
	2018	\$29.71	\$27.76	11,206
JPMorgan Insurance Trust (Class I)				
JPMorgan Insurance Trust Mid Cap Value Portfolio	2009	\$13.73	\$17.14	71,148
	2010	\$17.14	\$20.87	71,444
	2011	\$20.87	\$21.03	64,642
	2012	\$21.03	\$24.96	60,151
	2013	\$24.96	\$32.57	58,341
	2014	\$32.57	\$36.97	53,512
	2015	\$36.97	\$35.50	42,215
	2016	\$35.50	\$40.15	37,526
	2017	\$40.15	\$45.05	34,221
	2018	\$45.05	\$39.16	31,915
JPMorgan Insurance Trust Small Cap Core Portfolio	2009	\$8.83	\$10.67	19,932
	2010	\$10.67	\$13.38	8,212
	2011	\$13.38	\$12.56	7,516
	2012	\$12.56	\$14.83	8,628
	2013	\$14.83	\$20.81	9,947
	2014	\$20.81	\$22.50	9,939
	2015	\$22.50	\$21.01	19,134
	2016	\$21.01	\$24.91	16,478
	2017	\$24.91	\$28.31	15,012

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2018	\$28.31	\$24.59	14,464
Janus Aspen Series (Service Shares)				
Janus Henderson Research Portfolio	2009	\$4.35	\$5.83	0
	2010	\$5.83	\$6.57	0
	2011	\$6.57	\$6.12	0
	2012	\$6.12	\$7.14	0
	2013	\$7.14	\$9.15	0
	2014	\$9.15	\$10.17	0
	2015	\$10.17	\$10.54	0
	2016	\$10.54	\$10.43	0
	2017	\$10.43	\$13.12	3,192
	2018	\$13.12	\$12.57	2,945
Janus Henderson Overseas Portfolio	2009	\$7.57	\$13.37	134,071
	2010	\$13.37	\$16.48	137,807
	2011	\$16.48	\$11.00	146,517
	2012	\$11.00	\$12.27	143,160
	2013	\$12.27	\$13.83	124,208
	2014	\$13.83	\$11.99	133,521
	2015	\$11.99	\$10.78	128,073
	2016	\$10.78	\$9.92	123,155
	2017	\$9.92	\$12.80	98,209
	2018	\$12.80	\$10.71	90,752
Janus Henderson Global Research Portfolio	2009	\$3.99	\$5.40	3,671
	2010	\$5.40	\$6.16	3,676
	2011	\$6.16	\$5.22	3,761
	2012	\$5.22	\$6.17	1,139
	2013	\$6.17	\$7.80	1,081
	2014	\$7.80	\$8.24	1,010
	2015	\$8.24	\$7.92	942
	2016	\$7.92	\$7.95	914
	2017	\$7.95	\$9.94	1,264
	2018	\$9.94	\$9.10	1,189
Janus Henderson Balanced Portfolio	2009	\$10.46	\$12.95	32,204
	2010	\$12.95	\$13.81	34,245
	2011	\$13.81	\$13.81	34,840
	2012	\$13.81	\$15.43	33,988
	2013	\$15.43	\$18.24	33,932
	2014	\$18.24	\$19.47	37,281
	2015	\$19.47	\$19.28	56,185
	2016	\$19.28	\$19.83	52,764
	2017	\$19.83	\$23.11	34,461
	2018	\$23.11	\$22.88	34,185

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
Janus Henderson U.S. Low Volatility Portfolio	2012	\$10.00	\$9.89	0
	2013	\$9.89	\$12.18	2,099
	2014	\$12.18	\$14.13	4,614
	2015	\$14.13	\$14.51	3,774
	2016	\$14.51	\$15.70	3,416
	2017	\$15.70	\$17.87	5,254
	2018	\$17.87	\$16.82	4,568
Janus Henderson Flexible Bond Portfolio	2015	\$10.00	\$9.95	0
	2016	\$9.95	\$10.03	0
	2017	\$10.03	\$10.22	0
	2018	\$10.22	\$9.95	0
Lazard Retirement Series, Inc. (Service Shares)				
Lazard Retirement US Small-Mid Cap Equity Portfolio	2009	\$10.88	\$16.36	64,271
	2010	\$16.36	\$19.97	51,894
	2011	\$19.97	\$17.90	68,838
	2012	\$17.90	\$19.46	9,597
	2013	\$19.46	\$25.96	11,280
	2014	\$25.96	\$28.43	10,448
	2015	\$28.43	\$27.36	17,762
	2016	\$27.36	\$31.25	15,223
	2017	\$31.25	\$35.11	14,884
	2018	\$35.11	\$30.04	14,446
Lazard Retirement Emerging Markets Equity Portfolio	2009	\$17.01	\$28.50	65,597
	2010	\$28.50	\$34.48	72,467
	2011	\$34.48	\$27.89	74,375
	2012	\$27.89	\$33.56	72,012
	2013	\$33.56	\$32.69	89,381
	2014	\$32.69	\$30.74	84,106
	2015	\$30.74	\$24.24	98,642
	2016	\$24.24	\$28.87	81,469
	2017	\$28.87	\$36.39	80,092
	2018	\$36.39	\$29.23	84,493
Lazard Retirement International Equity Portfolio	2009	\$9.37	\$11.22	266,653
	2010	\$11.22	\$11.81	334,776
	2011	\$11.81	\$10.80	356,898
	2012	\$10.80	\$12.90	336,124
	2013	\$12.90	\$15.36	308,209
	2014	\$15.36	\$14.51	310,281
	2015	\$14.51	\$14.56	357,253
	2016	\$14.56	\$13.75	319,456
2017	\$13.75	\$16.58	291,862	

	<u>Year Ended</u> <u>December 31</u>	<u>Unit Value at</u> <u>Beginning of</u> <u>Year</u>	<u>Unit Value at</u> <u>End of Year</u>	<u>Number of Units</u> <u>at End of Year</u>
	2018	\$16.58	\$14.08	292,633
Lazard Retirement US Equity Select Portfolio	2009	\$7.65	\$9.57	0
	2010	\$9.57	\$10.64	0
	2011	\$10.64	\$10.70	0
	2012	\$10.70	\$12.03	0
	2013	\$12.03	\$15.20	0
	2014	\$15.20	\$17.19	0
	2015	\$17.19	\$16.03	0
	2016	\$16.03	\$17.30	0
	2017	\$17.30	\$20.15	0
	2018	\$20.15	\$19.21	0
Lazard Retirement Global Dynamic Multi-Asset Portfolio	2012	\$10.00	\$10.48	454
	2013	\$10.48	\$12.35	518
	2014	\$12.35	\$12.50	401
	2015	\$12.50	\$12.28	370
	2016	\$12.28	\$12.51	875
	2017	\$12.51	\$14.87	2,655
	2018	\$14.87	\$13.70	2,226
Legg Mason Partners Variable Equity Trust (Class I Shares)				
ClearBridge Variable Dividend Strategy Portfolio	2009	\$8.71	\$10.56	9,066
	2010	\$10.56	\$11.69	0
	2011	\$11.69	\$12.44	0
	2012	\$12.44	\$14.01	91
	2013	\$14.01	\$17.40	2,370
	2014	\$17.40	\$19.50	2,841
	2015	\$19.50	\$18.40	3,907
	2016	\$18.40	\$20.87	4,912
	2017	\$20.87	\$24.53	4,958
	2018	\$24.53	\$23.01	3,955
ClearBridge Variable Large Cap Value Portfolio	2009	\$10.30	\$12.64	319
	2010	\$12.64	\$13.65	342
	2011	\$13.65	\$14.13	173
	2012	\$14.13	\$16.23	168
	2013	\$16.23	\$21.19	151
	2014	\$21.19	\$23.34	8,175
	2015	\$23.34	\$22.36	6,675
	2016	\$22.36	\$24.92	6,327
	2017	\$24.92	\$28.22	5,841
	2018	\$28.22	\$25.36	2,480
QS Legg Mason Dynamic Multi-Strategy VIT Portfolio	2012	\$10.00	\$10.77	2,650

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	2013	\$10.77	\$12.58	204,577
	2014	\$12.58	\$13.23	196,449
	2015	\$13.23	\$12.36	2,757
	2016	\$12.36	\$12.17	2,386
	2017	\$12.17	\$13.69	2,293
	2018	\$13.69	\$12.55	1,005
Legg Mason Partners Variable Income Trust (Class II Shares)				
Western Asset Core Plus VIT Portfolio	2015	\$10.00	\$9.98	34,405
	2016	\$9.98	\$10.25	310,261
	2017	\$10.25	\$10.69	301,120
	2018	\$10.69	\$10.26	267,249
MFS® Variable Insurance Trust (Service Class)				
MFS® Mid Cap Growth Series	2009	\$4.96	\$6.91	26,767
	2010	\$6.91	\$8.81	21,653
	2011	\$8.81	\$8.15	19,350
	2012	\$8.15	\$9.36	18,136
	2013	\$9.36	\$12.67	15,027
	2014	\$12.67	\$13.56	13,253
	2015	\$13.56	\$13.96	11,708
	2016	\$13.96	\$14.41	10,694
	2017	\$14.41	\$18.00	10,269
	2018	\$18.00	\$17.92	8,377
MFS® New Discovery Series	2009	\$7.43	\$11.93	1,932
	2010	\$11.93	\$16.00	12,966
	2011	\$16.00	\$14.12	12,312
	2012	\$14.12	\$16.83	12,381
	2013	\$16.83	\$23.45	14,021
	2014	\$23.45	\$21.39	13,413
	2015	\$21.39	\$20.64	13,007
	2016	\$20.64	\$22.15	11,265
	2017	\$22.15	\$27.59	10,634
	2018	\$27.59	\$26.74	10,021
MFS® Total Return Series	2009	\$10.48	\$12.17	22,868
	2010	\$12.17	\$13.16	23,633
	2011	\$13.16	\$13.19	32,556
	2012	\$13.19	\$14.42	38,605
	2013	\$14.42	\$16.89	42,653
	2014	\$16.89	\$18.03	42,704
	2015	\$18.03	\$17.68	33,218
	2016	\$17.68	\$18.97	29,936
	2017	\$18.97	\$20.96	33,438
	2018	\$20.96	\$19.45	33,128

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MFS® Variable Insurance Trust II (Service Class)				
MFS® Massachusetts Investors Growth Stock Portfolio	2015	\$10.00	\$9.73	1,843
	2016	\$9.73	\$10.16	1,823
	2017	\$10.16	\$12.84	1,656
	2018	\$12.84	\$12.73	1,502
Morgan Stanley Variable Insurance Fund, Inc. (Class II)				
Morgan Stanley VIF Core Plus Fixed Income Portfolio	2009	\$11.33	\$12.22	38,771
	2010	\$12.22	\$12.88	36,110
	2011	\$12.88	\$13.39	29,081
	2012	\$13.39	\$14.42	29,471
	2013	\$14.42	\$14.13	24,181
	2014	\$14.13	\$14.99	25,502
	2015	\$14.99	\$14.66	16,993
	2016	\$14.66	\$15.31	16,328
	2017	\$15.31	\$15.99	16,075
	2018	\$15.99	\$15.62	13,625
Morgan Stanley VIF U.S. Real Estate Portfolio	2009	\$13.36	\$16.93	105,701
	2010	\$16.93	\$21.62	52,526
	2011	\$21.62	\$22.53	46,691
	2012	\$22.53	\$25.69	40,776
	2013	\$25.69	\$25.78	43,835
	2014	\$25.78	\$32.90	36,766
	2015	\$32.90	\$33.07	25,963
	2016	\$33.07	\$34.75	22,486
	2017	\$34.75	\$35.26	20,581
	2018	\$35.26	\$32.00	18,196
Morgan Stanley VIF Growth Portfolio	2009	\$6.13	\$9.99	862
	2010	\$9.99	\$12.08	1,944
	2011	\$12.08	\$11.55	2,148
	2012	\$11.55	\$12.99	2,317
	2013	\$12.99	\$18.92	2,197
	2014	\$18.92	\$19.80	2,158
	2015	\$19.80	\$21.86	2,114
	2016	\$21.86	\$21.15	4,713
	2017	\$21.15	\$29.78	5,236
	2018	\$29.78	\$31.51	6,691
Neuberger Berman Advisers Management Trust (S Class Shares)				
AMT Mid Cap Intrinsic Value Portfolio	2009	\$5.51	\$7.94	95,876
	2010	\$7.94	\$9.87	78,338

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	2011	\$9.87	\$9.08	74,608
	2012	\$9.08	\$10.33	67,046
	2013	\$10.33	\$13.93	54,617
	2014	\$13.93	\$15.60	47,027
	2015	\$15.60	\$14.07	54,135
	2016	\$14.07	\$16.10	46,071
	2017	\$16.10	\$18.47	34,314
	2018	\$18.47	\$15.40	30,842
Northern Lights Variable Trust (Class 2 Shares)				
TOPS® Managed Risk Balanced ETF Portfolio	2011	\$10.00	\$9.78	0
	2012	\$9.78	\$10.45	2,732
	2013	\$10.45	\$11.13	10,184
	2014	\$11.13	\$11.31	9,659
	2015	\$11.31	\$10.65	8,768
	2016	\$10.65	\$11.16	8,051
	2017	\$11.16	\$12.17	7,784
	2018	\$12.17	\$11.27	6,059
TOPS® Managed Risk Moderate Growth ETF Portfolio	2011	\$10.00	\$9.70	0
	2012	\$9.70	\$10.39	6,410
	2013	\$10.39	\$11.52	4,161
	2014	\$11.52	\$11.68	3,222
	2015	\$11.68	\$10.79	2,317
	2016	\$10.79	\$11.31	1,597
	2017	\$11.31	\$12.70	1,521
	2018	\$12.70	\$11.62	668
TOPS® Managed Risk Growth ETF Portfolio	2011	\$10.00	\$9.57	0
	2012	\$9.57	\$10.22	0
	2013	\$10.22	\$11.68	2,188
	2014	\$11.68	\$11.67	1,720
	2015	\$11.67	\$10.46	869
	2016	\$10.46	\$10.89	14,149
	2017	\$10.89	\$12.64	13,671
	2018	\$12.64	\$11.37	13,119
Northern Lights Variable Trust (Class 3 Shares)				
TOPS® Managed Risk Balanced ETF Portfolio	2015	\$10.00	\$9.85	0
	2016	\$9.85	\$10.30	0
	2017	\$10.30	\$11.24	0
	2018	\$11.24	\$10.40	0
TOPS® Managed Risk Moderate Growth ETF Portfolio	2015	\$10.00	\$9.81	0
	2016	\$9.81	\$10.27	0
	2017	\$10.27	\$11.53	0

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	2018	\$11.53	\$10.53	0
TOPS® Managed Risk Growth ETF Portfolio	2015	\$10.00	\$9.80	0
	2016	\$9.80	\$10.20	0
	2017	\$10.20	\$11.82	0
	2018	\$11.82	\$10.62	0
PIMCO Variable Insurance Trust				
(Administrative Share Class)				
PIMCO Real Return Portfolio	2009	\$12.30	\$14.36	147,605
	2010	\$14.36	\$15.31	220,885
	2011	\$15.31	\$16.86	180,911
	2012	\$16.86	\$18.08	183,496
	2013	\$18.08	\$16.19	234,194
	2014	\$16.19	\$16.46	221,541
	2015	\$16.46	\$15.79	225,304
	2016	\$15.79	\$16.39	203,435
	2017	\$16.39	\$16.75	211,019
	2018	\$16.75	\$16.15	188,646
PIMCO Total Return Portfolio	2009	\$12.81	\$14.41	576,823
	2010	\$14.41	\$15.36	677,062
	2011	\$15.36	\$15.70	647,441
	2012	\$15.70	\$16.96	628,101
	2013	\$16.96	\$16.40	542,302
	2014	\$16.40	\$16.87	463,365
	2015	\$16.87	\$16.71	483,837
	2016	\$16.71	\$16.92	300,528
	2017	\$16.92	\$17.51	288,163
	2018	\$17.51	\$17.18	257,300
PIMCO Global Bond Opportunities Portfolio (Unhedged)	2009	\$13.22	\$15.24	144,292
	2010	\$15.24	\$16.78	97,479
	2011	\$16.78	\$17.80	98,197
	2012	\$17.80	\$18.77	98,894
	2013	\$18.77	\$16.94	43,568
	2014	\$16.94	\$17.09	33,191
	2015	\$17.09	\$16.17	18,319
	2016	\$16.17	\$16.59	17,313
	2017	\$16.59	\$17.78	14,109
	2018	\$17.78	\$16.80	13,929
PIMCO CommodityRealReturn® Strategy Portfolio	2009	\$6.25	\$8.72	92,098
	2010	\$8.72	\$10.71	114,189
	2011	\$10.71	\$9.76	131,453
	2012	\$9.76	\$10.14	127,506

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	2013	\$10.14	\$8.53	156,790
	2014	\$8.53	\$6.87	66,922
	2015	\$6.87	\$5.03	86,603
	2016	\$5.03	\$5.71	86,810
	2017	\$5.71	\$5.75	90,497
	2018	\$5.75	\$4.87	79,859
PIMCO Global Diversified Allocation Portfolio	2012	\$10.00	\$10.02	2,850
	2013	\$10.02	\$11.01	2,904
	2014	\$11.01	\$11.49	2,184
	2015	\$11.49	\$10.70	3,185
	2016	\$10.70	\$11.38	3,396
	2017	\$11.38	\$13.11	6,690
	2018	\$13.11	\$11.77	4,722
PIMCO Short-Term Portfolio	2013	\$10.00	\$9.99	194,227
	2014	\$9.99	\$9.92	43,641
	2015	\$9.92	\$9.89	42,429
	2016	\$9.89	\$9.99	5,455
	2017	\$9.99	\$10.09	5,582
	2018	\$10.09	\$10.10	5,521
PIMCO Low Duration Portfolio	2015	\$10.00	\$9.96	34,463
	2016	\$9.96	\$9.96	86,937
	2017	\$9.96	\$9.96	67,416
	2018	\$9.96	\$9.85	53,576
The Prudential Series Fund, Inc. (Class II Shares)				
Jennison Portfolio	2009	\$4.89	\$6.88	3,035
	2010	\$6.88	\$7.56	6,718
	2011	\$7.56	\$7.45	6,540
	2012	\$7.45	\$8.51	25,985
	2013	\$8.51	\$11.50	18,259
	2014	\$11.50	\$12.43	9,107
	2015	\$12.43	\$13.61	13,257
	2016	\$13.61	\$13.25	9,753
	2017	\$13.25	\$17.79	9,386
	2018	\$17.79	\$17.33	9,002
Jennison 20/20 Focus Portfolio	2009	\$9.08	\$14.09	138,442
	2010	\$14.09	\$14.92	246,924
	2011	\$14.92	\$14.05	184,811
	2012	\$14.05	\$15.33	53,887
	2013	\$15.33	\$19.55	37,948
	2014	\$19.55	\$20.58	37,684
	2015	\$20.58	\$21.48	25,367
	2016	\$21.48	\$21.45	21,472

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	2017	\$21.45	\$27.44	15,147
	2018	\$27.44	\$25.51	14,350
Royce Capital Fund (Investment Class Shares)				
Royce Small-Cap Portfolio	2009	\$14.54	\$19.39	62,928
	2010	\$19.39	\$23.05	86,153
	2011	\$23.05	\$21.98	95,037
	2012	\$21.98	\$24.39	125,053
	2013	\$24.39	\$32.41	106,599
	2014	\$32.41	\$33.00	80,830
	2015	\$33.00	\$28.70	52,794
	2016	\$28.70	\$34.24	31,094
	2017	\$34.24	\$35.58	26,847
	2018	\$35.58	\$32.16	25,104
Royce Micro-Cap Portfolio	2009	\$12.43	\$19.37	27,259
	2010	\$19.37	\$24.82	25,636
	2011	\$24.82	\$21.52	26,702
	2012	\$21.52	\$22.83	28,047
	2013	\$22.83	\$27.25	27,424
	2014	\$27.25	\$25.91	28,484
	2015	\$25.91	\$22.37	19,775
	2016	\$22.37	\$26.41	17,958
	2017	\$26.41	\$27.39	17,393
	2018	\$27.39	\$24.57	15,277

Appendix C

GLWB Plus Example

The following provides an example of how the annual credit base and withdrawals work under the GLWB Plus.

GLWB Plus applied for on or after May 1, 2014

Assume you purchase a contract with an initial purchase payment of \$100,000 and select the GLWB Plus rider. Further assume (i) the annuitant is age 65 at the time of purchase; (ii) you take a withdrawal of \$1,000 in year five and one of \$50,000 in year six and take no other withdrawals in the first ten years, (iii) you make an additional purchase payment of \$50,000 in year three and one of \$10,000 in year eight, (iv) during year one your Contract Value increases \$30,000, net of contract expenses and charges, due to market performance, and (v) the market is flat, net of contract expenses and charges, over the next ten years of your contract. Your initial GLWB base and Annual Credit Calculation Base is \$100,000. Since you took no withdrawals in years one, you receive a \$6,000 credit on the first contract anniversary (6% of \$100,000 Annual Credit Calculation Base) and your annual credit base is \$106,000 after year one.

Your GLWB base is the greater of your annual credit base and your step-up base. Your Contract Value increased by \$30,000 during year one due to market performance, so at the beginning of year two your GLWB base is set equal to the step-up base of \$130,000, i.e. your then current Contract Value, which is greater than your annual credit base. Because your GLWB base was set equal to the step-up base, you start a new ten-year annual credit period, unless you chose to decline the step-up. Your Annual Credit Calculation Base is set equal to the GLWB base of \$130,000. You receive an annual credit at the end of year two of \$7,800 (6% of \$130,000 Annual Credit Calculation Base). Your annual credit base and GLWB base are \$137,800 after year two (\$130,000 prior GLWB base + \$7,800 annual credit).

At the start of year three, you make an additional purchase payment of \$50,000, so your Annual Credit Calculation Base increases to \$180,000 (\$130,000 prior Annual Credit Calculation Base + \$50,000 additional purchase payment). Your GLWB base immediately increases with the additional purchase payment to \$187,800 (\$137,800 prior GLWB base + \$50,000 additional purchase payment). Your annual credit at the end of year three is \$10,800 (6% of \$180,000 Annual Credit Calculation Base). Your annual credit base after year three, therefore, is \$198,600 (\$137,800 prior GLWB base + \$50,000 purchase payment + \$10,800 annual credit), and your GLWB base is set equal to your annual credit base. Your Contract Value also increases to \$180,000 with the additional purchase payment of \$50,000.

In year four you take no withdrawals and make no additional purchase payments. Your annual credit for year four is \$10,800 (6% of \$180,000 Annual Credit Calculation Base), so your annual credit base, and, therefore, your GLWB base at the end of year four is \$209,400 (\$198,600 prior GLWB base + \$10,800 annual credit).

In year five, when the annuitant is age 70 and your maximum annual withdrawal amount under the rider is \$10,470 (5.0% of \$209,400), you take a withdrawal of \$1,000. Your Contract Value is reduced to \$179,000. Because your withdrawal is less than the maximum annual withdrawal, your GLWB base is not reduced by the withdrawal and remains \$209,400. Further, because you took a withdrawal, you are not eligible for the annual credit in year five.

In year six, when the annuitant is age 71 and your maximum annual withdrawal amount under the rider is \$10,470 (5.0% of \$209,400), you take a withdrawal of \$50,000. Because your withdrawal exceeds your maximum annual withdrawal amount, \$39,530 of it is an excess withdrawal and you are not eligible for an annual credit at the end of year six. Your Contract Value after the allowed withdrawal of \$10,470 was \$168,530 (\$179,000 — \$10,470). Upon the excess withdrawal, your GLWB base is set equal to \$160,284, i.e. $209,400 \times (1 - 39,530/168,530)$. Because the GLWB base after adjustment for the excess withdrawal of \$160,284 is less than the Annual Credit Calculation Base of \$180,000, the Annual Credit Calculation Base is set equal to the GLWB base of \$160,284.

In year seven you take no withdrawals and make no additional purchase payments. Your annual credit for year seven is \$9,617 (6% of \$160,284 Annual Credit Calculation Base), so your annual credit base, and therefore, your GLWB base at the end of the year seven is \$169,901 (\$160,284 prior GLWB base + \$9,617 annual credit).

At the start of year eight, you make an additional purchase payment of \$10,000. Your GLWB base immediately increases with the additional purchase payment to \$179,901 (\$169,901 prior GLWB base + \$10,000 additional purchase payment). Your Annual Credit Calculation Base increases to \$170,284 (\$160,284 prior Annual Credit Calculation Base + \$10,000 additional purchase payment). Your annual credit at the end of year eight is \$10,217 (6% of \$170,284 Annual Credit Calculation Base). Your annual credit base at the end of year eight, therefore, is \$190,118 (\$169,901 prior GLWB base + \$10,000 additional purchase payment + \$10,217 annual credit), and your GLWB base is set equal to your annual credit base.

Since you take no more withdrawals and add no more purchase payments in years nine and ten, for each year, your annual credit will be \$10,217 (6% of \$170,284 Annual Credit Calculation Base). Furthermore, since the market is flat, your GLWB base increases each of those years by the amount of the annual credit to \$200,335 for year nine and \$210,552 for year ten.

You started a new ten-year annual credit period at the beginning of year two because your GLWB base was set equal to the step-up base so you are eligible for the annual credit in year eleven. Since you took no withdrawals or made no purchase payments in year eleven, you receive an annual credit of \$10,217 (6% of \$170,284 Annual Credit Calculation Base) and your GLWB base after year eleven is \$220,769 (\$210,552 prior GLWB base + \$10,217 annual credit).

GLWB Plus applied for before May 1, 2014

Assume you purchase a contract with an initial purchase payment of \$100,000 and select the GLWB Plus rider. Further assume (i) the annuitant is age 65 at the time of purchase; (ii) you take a withdrawal of \$1,000 in year five and one of \$50,000 in year six and take no other withdrawals in the first ten years, (iii) you make an additional purchase payment of \$50,000 in year three and one of \$10,000 in year eight, (iv) during year one your Contract Value increases \$30,000, net of contract expenses and charges, due to market performance, and (v) the market is flat, net of contract expenses and charges, over the next ten years of your contract. Your initial GLWB base and Annual Credit Calculation Base is \$100,000. Since you took no withdrawals in years one, you receive a \$8,000 credit on the first contract anniversary (8% of \$100,000 Annual Credit Calculation Base) and your annual credit base is \$108,000 after year one.

Your GLWB base is the greater of your annual credit base and your step-up base. Your Contract Value increased by \$30,000 during year one due to market performance, so at the beginning of year two your GLWB base is set equal to the step-up base of \$130,000, i.e. your then current Contract Value, which is greater than your annual credit base. Because your GLWB base was set equal to the step-up base, you start a new ten-year annual credit period, unless you chose to decline the step-up. Your Annual Credit Calculation Base is set equal to the GLWB base of \$130,000. You receive an annual credit at the end of year two of \$10,400 (8% of \$130,000 Annual Credit Calculation Base). Your annual credit base and GLWB base are \$140,400 after year two (\$130,000 prior GLWB base + \$10,400 annual credit).

At the start of year three, you make an additional purchase payment of \$50,000, so your Annual Credit Calculation Base increases to \$180,000 (\$130,000 prior Annual Credit Calculation Base + \$50,000 additional purchase payment). Your GLWB base immediately increases with the additional purchase payment to \$190,400 (\$140,400 prior GLWB base + \$50,000 additional purchase payment). Your annual credit at the end of year three is \$14,400 (8% of \$180,000 Annual Credit Calculation Base). Your annual credit base after year three, therefore, is \$204,800 (\$140,400 prior GLWB base + \$50,000 purchase payment + \$14,400 annual credit), and your GLWB base is set equal to your annual credit base. Your Contract Value also increases to \$180,000 with the additional purchase payment of \$50,000.

In year four you take no withdrawals and make no additional purchase payments. Your annual credit for year four is \$14,400 (8% of \$180,000 Annual Credit Calculation Base), so your annual credit base, and, therefore, your GLWB base at the end of year four is \$219,200 (\$204,800 prior GLWB base + \$14,400 annual credit).

In year five, when the annuitant is age 70 and your maximum annual withdrawal amount under the rider is \$11,179 (5.10% of \$219,200), you take a withdrawal of \$1,000. Your Contract Value is reduced to \$179,000. Because your withdrawal is less than the maximum annual withdrawal, your GLWB base is not reduced by the withdrawal and remains \$219,200. Further, because you took a withdrawal, you are not eligible for the annual credit in year five.

In year six, when the annuitant is age 71 and your maximum annual withdrawal amount under the rider is \$11,179 (5.10% of \$219,200), you take a withdrawal of \$50,000. Because your withdrawal exceeds your maximum annual withdrawal amount, \$38,821 of it is an excess withdrawal and you are not eligible for an annual credit at the end of year six. Your Contract Value after the allowed withdrawal of \$11,179 was \$167,821 (\$179,000 — \$11,179). Upon the excess withdrawal, your GLWB base is set equal to \$168,494, i.e. $\$219,200 \times (1 - \$38,821/\$167,821)$. Because the GLWB base after adjustment for the excess withdrawal of \$168,494 is less than the Annual Credit Calculation Base of \$180,000, the Annual Credit Calculation Base is set equal to the GLWB base of \$168,494.

In year seven you take no withdrawals and make no additional purchase payments. Your annual credit for year seven is \$13,480 (8% of \$168,494 Annual Credit Calculation Base), so your annual credit base, and therefore, your GLWB base at the end of the year seven is \$181,974 (\$168,494 prior GLWB base + \$13,480 annual credit).

At the start of year eight, you make an additional purchase payment of \$10,000. Your GLWB base immediately increases with the additional purchase payment to \$191,974 (\$181,974 prior GLWB base + \$10,000 additional purchase payment). Your Annual Credit Calculation Base increases to \$178,494 (\$168,494 prior Annual Credit Calculation Base + \$10,000 additional purchase payment). Your annual credit at the end of year eight is \$14,280 (8% of \$178,494 Annual Credit Calculation Base). Your annual credit base at the end of year eight, therefore, is \$206,254 (\$181,974 prior GLWB base + \$10,000 additional purchase payment + \$14,280 annual credit), and your GLWB base is set equal to your annual credit base.

Since you take no more withdrawals and add no more purchase payments in years nine and ten, for each year, your annual credit will be \$14,280 (8% of \$178,494 Annual Credit Calculation Base). Furthermore, since the market is flat, your GLWB base increases each of those years by the amount of the annual credit to \$220,534 for year nine and \$234,814 for year ten.

You started a new ten-year annual credit period at the beginning of year two because your GLWB base was set equal to the step-up base so you are eligible for the annual credit in year eleven. Since you took no withdrawals or made no purchase payments in year eleven, you receive an annual credit of \$14,280 (8% of \$178,494 Annual Credit Calculation Base) and your GLWB base after year eleven is \$249,094 (\$234,814 prior GLWB base + \$14,280 annual credit).

Statement of Additional Information Contents

National Security

Custodian

Independent Registered Public Accounting Firm

Underwriter

Total Return

Financial Statements

1940 Act File Number 811-10619

1933 Act File Number 333-76352

Privacy Policies and Practices

National Security Life and Annuity Company thanks you for your trust and confidence. National Security is committed to providing you, our customer, with competitive insurance and annuity products and services to help you meet your changing needs. We are equally committed to protecting the private and personal information we collect and maintain about you. Federal law requires us to tell you how we collect and protect this information. Please read this notice carefully to understand what we do. Our privacy policies and practices are posted online at nslac.com. If you wish to continue to receive a hard copy on an annual basis, you may do so by contacting us at 877.446.6060. Unless substantive changes are made or otherwise requested, the privacy policy will no longer be mailed to your home.

Collection of Information

We gather private and nonpublic personal information about you in order to provide you with our insurance products and services. The information we collect starts with the information you provide on applications and other forms, when you request services, and when you file a claim. Although you provide most of the information yourself, we may also ask others about you, including, (1) health care providers, (2) consumer reporting agencies in compliance with the federal Fair Credit Reporting Act, (3) your employer, business associates or advisers, (4) interviews with persons who have knowledge of your circumstances and (5) public records, including motor vehicle reports.

We seek to collect and use only information that is necessary and appropriate for the needs of our business. We may collect information that relates to your insurance or investment needs and objectives. Such information can include income, finances, Social Security number, credit history, credit scores, employment, health, habits, and other factors that relate to the insurance products or services we are providing. Federal law gives you, the customer, the right to limit only (1) sharing for affiliates' everyday business purposes, (2) affiliates from using your information to market to you and (3) sharing for non-affiliates to market to you.

Maintaining complete and accurate information on our customers' records is important. You have the right to see and, if necessary, request a correction on your record. If you would like a copy of your record or if you believe that your record is incorrect or incomplete, please write or call us at National Security Life and Annuity Company, Attention: Marketing, One Financial Way, Cincinnati, Ohio 45242, telephone 877.446.6060.

Disclosure of Information

Federal law gives consumers the right to limit some but not all sharing of personal information. However, National Security does not disclose private or nonpublic personal information about our customers or former customers to anyone, except as described in

this notice. We do not sell customer lists or any information about our customers. In order to service your policy or contract, we may share information about you with our affiliated companies, your insurance agent and, where applicable, your broker/dealer. We may share information with entities that perform services (including administrative and claims services) on our behalf. Before disclosing information to service providers, we require them to agree to keep the information confidential and use it only for the purposes we have authorized. We may also disclose information as required or otherwise permitted by law. This includes a routine filing, such as a Form 1099, to the Internal Revenue Service. Additionally, we may disclose information to protect against suspected fraud or in response to a valid subpoena or other legal process. If you have any questions about the disclosure of your personal information, please call us at 877.446.6060 or visit nslac.com.

Protecting Confidentiality of Customer Records

Your files or records are made available only to our personnel or representatives who need access to the information in order to perform their assigned duties. We do not disclose information about your health, except when authorized by you or as explained to you in our "Notice of Information Practices" delivered at the time you applied for your policy or contract. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. For example, in order to protect the confidentiality of nonpublic personal information we have gathered and maintain about you, we routinely (1) maintain and monitor physical, electronic and procedural safeguards, (2) review our policies and procedures, (3) monitor our computer networks and (4) test the strength of our security.

Affiliates

If you applied with us for a variable life insurance policy or variable annuity contract, this notice covers the following affiliates in addition to those named above: Ohio National Equities, Inc. (a wholesale broker/dealer), The O.N. Equity Sales Company (ONESCO, a retail broker/dealer) and its subsidiaries, including O.N. Investment Management Company and Ohio National Insurance Agency, Inc.

Do You Need to Do Anything?

You do not need to take any action in response to this notice of our Privacy Policies and Practices. Because we do not share your private or nonpublic personal information other than as described above, you do not need to "opt-out." If, however, you want more information concerning our privacy practices, please contact us at National Security Life and Annuity Company, Marketing, One Financial Way, Cincinnati, Ohio 45242, telephone 877.446.6060, nscorpcomm@nslac.com.

Important Notice Regarding Delivery of Contract Owner Documents

Variable Annuity Issuer:

National Security Life and Annuity Company
810 Seventh Avenue, Suite 3600
New York, NY 10019
nslac.com

Administrative Office:

Post Office Box 5363
Cincinnati, OH 45201
877.446.6060

Variable Annuity Distributor:

Ohio National Equities, Inc.
Member FINRA
One Financial Way
Cincinnati, Ohio 45242
Telephone: 513-794-6100

Form 6723-NSLAC Rev. 5-19

NOT A DEPOSIT	NOT FDIC INSURED
NOT GUARANTEED BY ANY BANK	MAY LOSE VALUE
NOT INSURED BY ANY GOVERNMENT AGENCY	

