RiverSource®
Annuities

May 1, 2024

RiverSource® Retirement Advisor 4 Advantage® Variable Annuity
RiverSource® Retirement Advisor 4 Select® Variable Annuity
RiverSource® Retirement Advisor 4 Access® Variable Annuity

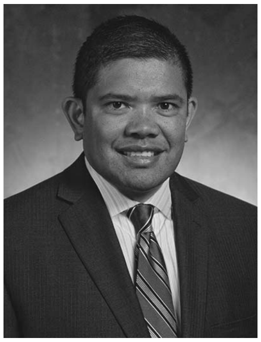
This wrapper contains a combined prospectus for:

- *RiverSource®* Retirement Advisor 4 Advantage Variable Annuity
- *RiverSource®* Retirement Advisor 4 Select Variable Annuity
- *RiverSource®* Retirement Advisor 4 Access Variable Annuity

PRO9072_12_C01_(05/24)

Issued by: RiverSource Life Insurance Co. of New York

This page left blank intentionally



Gumer C. Alvero
President–Insurance and Annuities
RiverSource Life Insurance Co. of New York

From the President

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

When you choose RiverSource Life of NY, you want to be certain we'll be here for you today – and tomorrow. RiverSource Life of NY was founded in 1972 as a subsidiary of RiverSource Life Insurance Company, and Ameriprise Financial, Inc. which traces its roots to 1894. For decades, we've been honoring our commitments to help clients grow their assets, manage their income and protect what matters most.

Your variable annuity can be a powerful tool to help realize your goals through all the phases of your life, including growing money for your retirement, creating income in retirement and protecting your money for those you leave behind.

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

At RiverSource Life Insurance Co. of New York, we also want to communicate with you in the most efficient and convenient way possible. That's why we're pleased to offer e-delivery for many of your financial documents, including this prospectus. If you haven't yet registered for e-delivery, please consider switching in order to take advantage of these benefits:

- Protect your financial documents from fraud, fire and other unexpected events
- Securely store, organize and access your documents
- Reduce the paper mail you receive from us

To register for e-delivery of this prospectus and other financial documents, go to **ameriprise.com/e-delivery** to get started.

Thank you for your business. We at RiverSource Life of NY look forward to continuing to help meet your financial needs.

Sincerely,

Gumer C. Alvero
President – Insurance and Annuities
RiverSource Life Insurance Co. of New York

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

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

RiverSource Distributors, Inc. (Distributor), Member FINRA. Issued by RiverSource Life Insurance Co. of New York, Albany, New York. Affiliated with Ameriprise Financial Services, LLC.

This page is not part of the prospectus.

This page left blank intentionally

Prospectus

May 1, 2024

RiverSource®

Retirement Advisor 4 Advantage® Variable Annuity
Retirement Advisor 4 Select® Variable Annuity
Retirement Advisor 4 Access® Variable Annuity

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED COMBINATION FIXED/VARIABLE ANNUITIES

Issued by: **RiverSource Life Insurance Co. of New York (RiverSource Life of NY)**
20 Madison Avenue Extension
Albany, NY 12203
Telephone: 1-800-541-2251
ameriprise.com/variableannuities
RiverSource of New York Variable Annuity Account

Service Center: **RiverSource Life Insurance Co. of New York (RiverSource Life of NY)**
70500 Ameriprise Financial Center
Minneapolis, MN 55474
Telephone: 1-800-541-2251
ameriprise.com/variableannuities

This prospectus contains information that you should know before investing in the RiverSource Retirement Advisor 4 Advantage Variable Annuity (RAVA 4 Advantage), the RiverSource Retirement Advisor 4 Select Variable Annuity (RAVA 4 Select), or the RiverSource Retirement Advisor 4 Access Variable Annuity (RAVA 4 Access) (Contract), individual flexible premium deferred combination fixed/variable annuity contracts issued by RiverSource Life Insurance Co. of New York ("RVS Life of NY", "we", "us" and "our"). The RAVA 4 Advantage Contract offers seven-year and ten-year surrender charge schedules. The information in this prospectus applies to all contracts unless stated otherwise. All material terms and conditions of the contracts, including distribution channels, are described in this prospectus.

The contracts are no longer available for new purchases. These contracts are no longer being sold and this prospectus is designed for current contract owners. In addition, you should note that your contract features and charges may vary depending on the date on which you purchased your contract. For more information about the particular features, charges and options applicable to you, please contact your financial professional or refer to your contract for contract variation information.

This contract provides for purchase payment credits to eligible contract owners, which for contracts purchased before Oct. 5, 2008, we may reverse the unamortized portion of of a lump sum death benefit when the date of death is within 12 months of when the purchase payment credit was applied (See "Buying Your Contract — Purchase Payment Credits"). Expense charges for contracts with purchase payment credits may be higher than expenses for contracts without such credits. The amount of the credit may be more than offset by any additional fees and charges associated with the credit.

Additional information about certain investment products, including variable annuities, has been prepared by the Securities and Exchange Commission's staff and is available at Investor.gov.

The Securities and Exchange Commission has not approved or disapproved these securities or determined if this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

Table of Contents

Table of Contents

Key Terms

These terms can help you understand details about your Contract.

Accumulation unit: A measure of the value of each subaccount before annuity payouts begin.

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

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

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

Band 3 annuities: RAVA 4 Advantage and RAVA 4 Select contracts that are available for:

- current or retired employees of Ameriprise Financial, Inc. or its subsidiaries and their spouses or domestic partners (employees),
- current or retired Ameriprise financial advisors and their spouses or domestic partners (advisors), or
- individuals investing an initial purchase payment of $1 million or more, with our approval (other individuals).

Beneficiary: The person you designate to receive benefits in case of your death while the Contract is in force.

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

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

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

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

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

Fixed account: Part of our general account which includes the regular fixed account and the Special DCA fixed account. Amounts you allocate to this account earn interest at rates that we declare periodically.

Funds: A portfolio of an open-end management investment company that is registered with the Securities and Exchange Commission (the "SEC") in which the Subaccounts invest. May also be referred to as an underlying Fund.

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

Owner (you, your): A person or persons identified in the contract as owner(s) of the contract, who has or have the right to control the contract (to decide on investment allocations, transfers, payout options, etc.). Usually, but not always, the owner is also the annuitant. During the owner's life, the owner is responsible for taxes, regardless of whether he or she receives the contract's benefits. If the contract has a nonnatural person as the owner or any joint owner, "you, your and owner" means the annuitant where contract provisions are based on the age or life of the owner. The owner or any joint owner may be a nonnatural person (e.g. irrevocable trust or corporation) or a revocable trust. If any owner is a nonnatural person or a revocable trust, the annuitant will be deemed to be the owner for contract provisions that are based on the age or life of the owner. When the contract is owned by a revocable trust, the annuitant selected should be the grantor of the trust to assure compliance with Section 72(s) of the Code.

Purchase payment credits: An addition we make to your contract value. We base the amount of the credit on the surrender charge schedule you elect and/or total purchase payments. Purchase payment credits are not available under RAVA 4 Access contracts.

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

- Individual Retirement Annuities (IRAs) including inherited IRAs under Section 408(b) of the Code
- Roth IRAs including inherited Roth IRAs under Section 408A of the Code

- SIMPLE IRAs under Section 408(p) of the Code
- Simplified Employee Pension IRA (SEP) plans under Section 408(k) of the Code
- Custodial and investment only accounts maintained for qualified retirement plans under Section 401(a) of the Code
- Tax-Sheltered Annuities (TSAs) under Section 403(b) of the Code

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

All other contracts are considered nonqualified annuities.

Rider: You receive a rider to your contract when you purchase the MAV, 5-Year MAV, ROPP, Accumulation Benefit, GWB for Life and/or SecureSource rider. The rider adds the terms of the optional benefit to your contract.

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

Separate Account: An insulated segregated account, the assets of which are invested solely in an underlying Fund. We call this the Variable Account.

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

Settlement date: The date when annuity payouts are scheduled to begin.

Special Dollar-Cost Averaging (Special DCA) fixed account: An account to which you may allocate new purchase payments of at least $10,000. Amounts you allocate to this account earn interest at rates that we declare periodically and will transfer into your specified subaccount allocations in six monthly transfers.

Subaccount: A division of the Variable Account, each of which invests in one Fund.

Surrender value: The amount you are entitled to receive if you make a full surrender from your Contract. It is the Contract value minus any applicable charges.

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

Variable account: Refers to the RiverSource of New York Variable Annuity Account, a Separate account established to hold Contract owners' assets allocated to the Subaccounts, each of which invests in a particular Fund.

Important Information You Should Consider About the Contract

FEES AND EXPENSES		Location in Statutory Prospectus
Charges for Early Withdrawals	Each Contract provides for different surrender charge periods and percentages. **RAVA 4 Advantage.** You may select either a seven-year or ten-year surrender charge schedule at the time of application. If you select a seven-year surrender charge schedule and you withdraw money during the first 7 years from date of each purchase payment, you may be assessed a surrender charge of up to 7% of the purchase payment withdrawn. If you elect a ten-year surrender charge schedule and you withdraw money during the first 10 years from date of each purchase payment, you may be assessed a surrender charge of up to 8% of the purchase payment withdrawn. For example, if you select a seven-year surrender charge schedule and make an early withdrawal, you could pay a surrender charge of up to $7,000 on a $100,000 investment. If you select a ten-year surrender charge schedule and make an early withdrawal, you could pay a surrender charge of up to $8,000 on a $100,000 investment. **RAVA 4 Select.** If you withdraw money during the first 3 years from the contract date, you may be assessed a surrender charge of up to 7% of the purchase payment withdrawn. For example, if you make a withdrawal in the first year, you could pay a withdrawal charge of up to $7,000 on a $100,000 investment. **RAVA 4 Access.** No surrender charge is assessed.	**Fee Table and Examples** **Charges–Surrender Charge**
Transaction Charges	We do not assess any transaction charges.	

<table>
<tr><th colspan="4">FEES AND EXPENSES</th><th>Location in Statutory Prospectus</th></tr>
<tr><td rowspan="9">Ongoing Fees and Expenses (annual charges)</td><td colspan="3">The table below describes the current fees and expenses that you may pay each year, depending on the options you choose. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected.</td><td rowspan="9">Fee Table and Examples
Expenses – Product Charges
Appendix A: Funds Available Under the Contract</td></tr>
<tr><td>Annual Fee</td><td>Minimum</td><td>Maximum</td></tr>
<tr><td>Base Contract[(1)]
(varies by Contract and tax qualification)</td><td>0.87%</td><td>1.47%</td></tr>
<tr><td>Fund options
(Funds fees and expenses)[(2)]</td><td>0.38%</td><td>2.38%</td></tr>
<tr><td>Optional benefits available for an additional charge
(for a single optional benefit, if elected)[(3)]</td><td>0.10%</td><td>2.50%</td></tr>
<tr><td colspan="3">(1) As a percentage of average daily contract value in the variable account. Includes the Mortality and Expense Fee and contract administrative charge.
(2) As a percentage of Fund net assets.
(3) As a percentage of Contract Value or the greater of Contract Value or applicable guaranteed benefit amount (varies by optional benefit).

Because your Contract is customizable, the choices you make affect how much you will pay. To help you understand the cost of owning your Contract, the following table shows the lowest and highest cost you could pay each year, based on current charges. This estimate assumes that you do not take withdrawals from the Contract, which could add surrender charges that substantially increase costs.</td></tr>
<tr><td>Lowest Annual Cost:
$1,649</td><td colspan="2">Highest Annual Cost:
$4,063</td></tr>
<tr><td>Assumes:
• Investment of $100,000
• 5% annual appreciation
• Least expensive combination of Contract features and Fund fees and expenses
• No optional benefits
• No sales charge
• No additional purchase payments, transfers or withdrawals
• No purchase payment credits</td><td colspan="2">Assumes:
• Investment of $100,000
• 5% annual appreciation
• Most expensive combination of Contract features, optional benefits and Fund fees and expenses
• No sales charge
• No additional purchase payments, transfers or withdrawals
• No purchase payment credits</td></tr>
<tr></tr>
<tr><th colspan="5">RISKS</th></tr>
<tr><td>Risk of Loss</td><td colspan="3">You can lose money by investing in this Contract including loss of principal.</td><td>Principal Risks</td></tr>
<tr><td>Not a Short-Term Investment</td><td colspan="3">• The Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash.
• The RAVA 4 Advantage and RAVA 4 Select contracts have surrender charges, which may reduce the value of your Contract if you withdraw money during the surrender charge period. Surrenders may also reduce or terminate contract guarantees.
• The benefits of tax deferral, long-term income, and optional living benefit guarantees mean the contract is generally more beneficial to investors with a long term investment horizon.</td><td>Principal Risks
Charges– Surrender Charge</td></tr>
</table>

RISKS		Location in Statutory Prospectus
Risks Associated with Investment Options	• An investment in the Contract is subject to the risk of poor investment performance and can vary depending on the performance of the investment options available under the Contract. • Each investment option (including under any Fixed Account investment options) has its own unique risks. • You should review the investment options before making any investment decisions.	**Principal Risks** **The Variable Account and the Funds** **The Fixed Account**
Insurance Company Risks	An investment in the Contract is subject to the risks related to us. Any obligations (including under the Fixed Account) or guarantees and benefits of the Contract that exceed the assets of the Separate Account are subject to our claims-paying ability. If we experience financial distress, we may not be able to meet our obligations to you. More information about RiverSource Life of NY, including our financial strength ratings, is available by contacting us at 1-800-862-7919.	**Principal Risks** **The General Account**
RESTRICTIONS		
Investments	• Subject to certain restrictions, you may transfer your Contract value among the subaccounts without charge at any time before the settlement date, and once per contract year after the settlement date. • We reserve the right to modify, restrict or suspend your transfer privileges if we determine that your transfer activity constitutes market timing. • We reserve the right to add, remove or substitute Funds as investment options. We also reserve the right, upon notification to you, to close or restrict any Funds.	**Making the Most of Your Contract – Transferring Among Accounts** **Substitution of Investments**
Optional Benefits	• Certain optional benefits limit or restrict the investment options you may select under the Contract. If you later decide you do not want to invest in those approved investment options, you must request a full surrender. • Certain optional benefits may limit subsequent purchase payments. • Withdrawals in excess of the amount allowed under certain optional benefits may substantially reduce the benefit or even terminate the benefit.	**Buying Your Contract — Purchase Payments** **Optional Benefits – SecureSource Flex Rider - Important SecureSource Flex Rider Considerations** **Appendix A: Funds Available Under the Optional Benefits Offered Under the Contract** **Appendix G: GWB for Life Rider – Investment Allocation Restrictions** **Appendix H: SecureSource Rider – Investment Allocation Restrictions**

TAXES		Location in Statutory Prospectus
Tax Implications	• Consult with a tax advisor to determine the tax implications of an investment in and payments and withdrawals received under this Contract. • If you purchase the Contract through a tax-qualified plan or individual retirement account, you do not get any additional tax benefit. • Earnings under your contract are taxed at ordinary income tax rates generally when withdrawn. You may have to pay a tax penalty if you take a withdrawal before age 59½.	**Taxes**
CONFLICTS OF INTEREST		
Investment Professional Compensation	Your investment professional may receive compensation for selling this Contract to you, in the form of commissions, additional cash benefits (e.g., bonuses), and non-cash compensation. This financial incentive may influence your investment professional to recommend this Contract over another investment for which the investment professional is not compensated or compensated less.	**About the Service Providers**
Exchanges	If you already own an annuity or insurance Contract, some investment professionals may have a financial incentive to offer you a new Contract in place of the one you own. You should only exchange a Contract you already own if you determine, after comparing the features, fees, and risks of both Contracts, that it is better for you to purchase the new Contract rather than continue to own your existing Contract.	**Buying Your Contract – Contract Exchanges**

Overview of the Contract

Purpose: The purpose of the contracts is to allow you to accumulate money for retirement or a similar long-term goal. You do this by making one or more purchase payments.

We no longer offer new contracts. However, you may have the option of making additional purchase payments in the future, subject to certain limitations.
The contracts offer various optional features and benefits that may help you achieve financial goals.

It may be appropriate for you if you have a long-term investment horizon and your financial goals are consistent with the terms and conditions of the contract.

It is not intended for investors whose liquidity needs require frequent withdrawals in excess of free amount. If you plan to manage your investment in the contract by frequent or short-term trading, the contract is not suitable for you.

Phases of the Contract:

The contracts have two phases: the Accumulation Phase and the Income Phase.

Accumulation Phase. During the Accumulation Phase, you make purchase payments by investing in: available subaccounts, each of which has a particular investment objective, investment strategies, fees and expenses; the regular Fixed Account (subject to special restrictions and not available for RAVA 4 Access contracts) and the Special DCA Fixed Account which earn interest at rates that we adjust periodically and declare when you make an allocation to that account. These accounts, in turn, may earn returns that increase the value of the contract. If the contract value goes to zero due to underlying fund's performance or deduction of fees, the contract will no longer be in force and the contract (including any death benefit riders) will terminate. You may be able to purchase an optional benefit to reduce the investment risk you assume under your contract.

A list of funds and additional information regarding each fund in which you can invest is provided in Appendix A – Funds Available Under the Contract. If you have one of the guaranteed withdrawal benefit riders, you can withdraw a guaranteed amount from the contract during the Accumulation phase. The amount of money you accumulate under your contract depends (in part) on the performance of the subaccounts you choose or the rates you earn on allocations to the regular Fixed Account and Special DCA Fixed Account.

You may transfer money between investment options during the Accumulation Phase, subject to certain restrictions. Your contract value impacts the value of your contract's benefits during the Accumulation Phase, including any optional benefits, as well as the amount available for withdrawal, annuititzation and death benefits.

Income Phase. The Income Phase begins when you (or your beneficiary) choose to annuitize the contract. You can apply your contract value (less any applicable charges) to an annuity payout plan that begins on the settlement date or any other date you elect. You may choose from a variety of plans that can help meet your retirement or other income needs. We can make payouts on a fixed or variable basis, or both. You cannot take withdrawals of contract value or surrender the contract during the Income Phase.

All optional death and living benefits terminate after the settlement date unless you chose the RBA payout option under the Guaranteed Withdrawal Benefit rider, *SecureSource* rider or *SecureSource Flex* rider on the scheduled settlement date.

Contract features:

Contract Classes. This prospectus describes three contracts. Each contract has different expenses. RAVA 4 Access does not have surrender charges, but it has the highest mortality and expense risk fees of the three contracts. RAVA 4 Select has a three-year surrender charge schedule and has lower mortality and expense risk fees than RAVA 4 Access. RAVA 4 Advantage offers a choice of a seven-year or a ten-year surrender charge schedule and has the lowest mortality and expense risk fees of the three contracts.

Purchase Payment Credits. RAVA 4 Advantage and RAVA 4 Select contracts provide for purchase payment credits which for contracts purchased before Oct. 5, 2008, we may reverse the unamortized portion of a lump sum death benefit when the date of death is within 12 months of when the purchase payment credit was applied. Expenses may be higher and surrender charges may be higher and longer for contracts with purchase payment credits than for contracts without such credits. The amount of the credit may be more than offset by additional charges associated with the credit. (See "Buying Your Contract — Purchase Payment Credits").

Death Benefits. If you die during the Accumulation Phase, we will pay to your beneficiary or beneficiaries an amount at least equal to the contract value, except in the case of purchase payment credit reversal. The contract includes a standard death benefit at no additional charge. You may have elected one of the optional death benefits under the contract for an additional fee. Death benefits must be elected at the time that the contract is purchased. Each optional death benefit is designed to provide a greater amount payable upon death. After the death benefit is paid, the contract will terminate.

Optional Living Benefits. You may have elected one of the optional living benefits under the contract for an additional fee. Guaranteed withdrawal benefit riders are designed to provide a guaranteed income stream that may last as long as you live, subject to you following the rules of the rider. Guaranteed Minimum Accumulation benefit is designed to provide a guaranteed contract value at the end of a specified Waiting Period. Optional living benefits are not available for RAVA 4 Access.

Surrenders. You may surrender all or part of your contract value at any time during the Accumulation Phase. If you request a full surrender, the contract will terminate. You also may establish automated partial surrenders. Surrenders may be subject to charges and income taxes (including an IRS penalty that may apply if you surrender prior to reaching age 59½) and may have other tax consequences. Throughout this prospectus when we use the term “Surrender” it includes the term “Withdrawal”.

Tax Treatment. You can transfer money between subaccounts and the regular Fixed Account without tax implications, and earnings (if any) on your investments are generally tax-deferred. Generally, earnings are not taxed until they are distributed, which may occur when making a withdrawal, upon receiving an annuity payment, or upon payment of the death benefit.

Additional Services:

- **Dollar Cost Averaging Programs.** Automated Dollar Cost Averaging allows you, at no additional cost, to transfer a set amount monthly between subaccounts or from the regular fixed account to one or more eligible subaccounts. Special Dollar Cost Averaging (SDCA), only available for new purchase payments of at least $10,000, allows the systematic transfer from the Special DCA fixed account to one or more eligible subaccounts over a 6 month period.
- **Asset Rebalancing.** Allows you, at no additional cost, to automatically rebalance the subaccount portion of your contract value on a periodic basis.
- **Automated Partial Surrenders.** An optional service allowing you to set up automated partial surrenders from the regular fixed account, Special DCA fixed account or the subaccounts.
- **Electronic Delivery.** You may register for the electronic delivery of your current prospectus and other documents related to your contract.

Fee Table and Examples

The following tables describe the fees and expenses that you will pay when buying, owning, surrendering, or making withdrawals from these Contracts. Please refer to your Contract Data page for information about the specific fees you will pay each year based on the options you have elected.

The first table describes the fees and expenses that you will pay at the time that you buy the Contract, surrender or make withdrawals from the Contract.

Transaction Expenses

Expense Summary

The following tables describe the fees and expenses that you will pay when buying, owning and surrendering from these contracts. The first table describes the fees and expenses that you will pay at the time that you surrender one of these contracts.

Contract Owner Transaction Expenses

Surrender Charges

Surrender charges (as a percentage of purchase payments surrendered)[1]	**RAVA 4 Advantage ten-year schedule**	**RAVA 4 Advantage seven-year schedule**	**RAVA 4 Select**	**RAVA 4 Access**
Maximum	8%	7%	7%	None

(1) For RAVA 4 Advantage, the charge percentage is determined by the number of years from date of each purchase payment. For RAVA 4 Advantage you select either a seven-year or ten-year surrender charge schedule at the time of application. For the purpose of surrender charge calculation, we consider that the year is completed fourteen days prior to the anniversary of the day each purchase payment was received. For RAVA 4 Select, the charge percentage is determined by number of years from contract date. For the purpose of surrender charge calculation, we consider that the year is completed one day prior to the anniversary.

Number of completed years from date of each purchase payment	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
RAVA 4 Advantage ten-year schedule	8%	8%	8%	7%	7%	6%	5%	4%	3%	2%	0%
RAVA 4 Advantage seven-year schedule	7%	7%	7%	6%	5%	4%	2%	0%			
Number of years from contract date	**1**	**2**	**3**	**Thereafter**							
RAVA 4 Select	7%	7%	7%	0%							
RAVA 4 Access						**None**					

The next table describes the fees and expenses that you will pay *each year* during the time that you own the contract (not including funds fees and expenses). If you choose to purchase an optional benefit, you will pay additional charges, as shown below.

Annual Contract Expenses

Administrative Expenses
(assessed annually and upon full surrender)

Annual contract administrative charge	**Maximum**: $50	**Current**: $50*

(We will waive this $50 charge when your contract value, or total purchase payments less any payments surrendered, is $50,000 or more on the current contract anniversary, except at full surrender.)

* Prior to May 1, 2021, the annual contract administrative charge was $30.

Base Contract Expenses
(as a percentage of average daily contract value in the variable account)

RAVA 4 Advantage for nonqualified annuities	**Current/Maximum:** 1.05%
RAVA 4 Advantage for qualified annuities	**Current/Maximum:** 0.85%
RAVA 4 Select for nonqualified annuities	**Current/Maximum:** 1.30%

RAVA 4 Select for qualified annuities	**Current/Maximum:** 1.10%
RAVA 4 Access for nonqualified annuities	**Current/Maximum:** 1.45%
RAVA 4 Access for qualified annuities	**Current/Maximum:** 1.25%

<u>Optional Benefit Expenses</u>

Optional Death Benefits

(As a percentage of the variable account contract value charged annually. This deduction will occur on the 60th day after each contract anniversary. The fee applies only if you elect the optional rider.)

ROPP rider fee	**Maximum:** 0.30%	**Current:** 0.20%
MAV rider fee	**Maximum**: 0.35%	**Current:** 0.25%
5-Year MAV rider fee	**Maximum:** 0.20%	**Current**: 0.10%

Optional Living Benefits

SecureSource Flex – Single life rider fee	**Maximum:** 2.00%	**Current:** 0.95%
SecureSource Flex – Joint life rider fee	**Maximum:** 2.50%	**Current:** 1.10%

(Charged annually as a percentage of contract value or the total Remaining Benefit Amount, whichever is greater. This deduction from the variable account contract value will occur on the 60th day after each contract anniversary. The fee applies only if you elect the optional rider.)

Accumulation benefit rider fee

Contract purchase date	Maximum annual rider fee	Initial annual rider fee and annual rider fee for elective step-ups before 10/20/2012
Prior to 1/26/2009	2.50%	0.60%
01/26/2009 – 05/31/2009	2.50%	0.80%
11/09/2009 – 10/03/2010	2.50%	1.25%
10/04/2010 and later	2.50%	1.50%

Current annual rider fees for elective step-up (including elective spousal continuation step-up) requests on/after 10/20/2012 are shown in the table below.

Elective step up date:	If invested in Portfolio Navigator fund at the time of step-up:	If invested in Portfolio Stabilizer fund at the time of step-up:
10/20/2012 – 11/17/2013	1.75%	n/a
11/18/2013 – 10/17/2014	1.75%	1.30%
10/18/2014 – 06/30/2016	1.60%	1.00%
07/01/2016 – 10/15/2018	1.75%	1.30%
10/16/2018 – 08/31/2020	1.40%	1.00%
09/01/2020 and later	2.50%	2.25%

(Charged annually as a percentage of contract value or the Minimum Contract Accumulation Value, whichever is greater. This deduction from the variable account contract value will occur on the 60th day after each contract anniversary. The fee applies only if you elect the optional rider.)

GWB for Life rider fee

Maximum: 1.50%	**Initial**: 0.65%(1)

(Charged annually as a percentage of contract value or the total Remaining Benefit Amount, whichever is greater. This deduction from the variable account contract value will occur on the 60th day after each contract anniversary. The fee applies only if you elect the optional rider.)

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

Fund name	Maximum annual rider fee	Current rider fee as of 12/18/13
Portfolio Stabilizer funds	1.50%	0.65%
Portfolio Navigator funds:		

Fund name	Maximum annual rider fee	Current rider fee as of 12/18/13
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	1.50%	0.65%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	1.50%	0.65%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	1.50%	0.65%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	1.50%	0.95%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	1.50%	1.10%

SecureSource® rider fees

Contract purchase date	Maximum annual rider fee	Initial annual rider fee(2)
prior to 1/26/2009, Single Life	1.50%	0.65%
prior to 1/26/2009, Joint Life	1.50%	0.65%
1/26/2009 and later, Single Life	2.00%	0.90%
1/26/2009 and later, Joint Life	2.00%	0.90%

(Charged annually as a percentage of the contract value or the total Remaining Benefit Amount, whichever is greater. This deduction from the variable account contract value will occur on the 60th day after each contract anniversary. The fee applies only if you elected the optional rider.)

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

		Portfolio Navigator funds				
Contract purchase date	All Portfolio Stabilizer funds	Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)
prior to 1/26/2009, Single Life	0.65%	0.65%	0.65%	0.65%	0.90%	1.00%
prior to 1/26/2009, Joint Life	0.65%	0.65%	0.65%	0.65%	0.90%	1.00%
1/26/2009 and later, Single Life	0.90%	0.90%	0.90%	0.90%	1.00%	1.10%
1/26/2009 and later, Joint Life	0.90%	0.90%	0.90%	0.90%	1.00%	1.10%

The next table shows the minimum and maximum total operating expenses charged by the Funds that you may pay periodically during the time that you own the contract. A complete list of Funds available under the contract, including their annual expenses, may be found in Appendix A.

Annual Fund Expenses(1)

Total Annual Fund Expenses	Minimum(%)	Maximum(%)
(expenses deducted from the Fund assets, including management fees, distribution and/or service (12b-1) fees and other expenses)	0.38	2.38

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

Examples

These examples are intended to help you compare the cost of investing in these contracts with the cost of investing in other variable annuity contracts. These costs include Transaction Expenses, Annual Contract Expenses, and Annual Fund expenses.

These examples assume that you invest $100,000 in the contract for the time periods indicated. These examples also assume that your investment has a 5% return each year. The "Maximum" example further assumes the most expensive combination of Annual Contract Expenses reflecting the maximum charges, Annual Fund Expenses * and optional benefits available. The "Minimum" example further assumes the least expensive combination of Annual Contract Expenses reflecting the current charges, Annual Fund Expenses and that no optional benefits are selected. Although your actual costs may be higher or lower, based on these assumptions your maximum and minimum costs would be:

Maximum Expenses. These examples assume that you select the optional MAV death benefit and Accumulation Benefit rider, if available. Living benefit riders are not available under RAVA 4 Access contracts and examples for RAVA 4 Access assume you select the optional MAV death benefit rider. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

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

	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
Nonqualified Annuity	**1 year**	**3 years**	**5 years**	**10 years**	**1 year**	**3 years**	**5 years**	**10 years**
RAVA 4 Advantage								
With a ten-year surrender charge schedule	$12,334	$21,589	$30,828	$50,696	$5,084	$15,238	$25,376	$50,646
With a seven-year surrender charge schedule	11,434	20,689	29,027	50,696	5,084	15,238	25,376	50,646
RAVA 4 Select	11,683	15,995	26,536	52,598	5,333	15,945	26,486	52,548
RAVA 4 Access	4,228	12,689	21,288	43,413	4,178	12,639	21,238	43,363

	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
Qualified Annuity	**1 year**	**3 years**	**5 years**	**10 years**	**1 year**	**3 years**	**5 years**	**10 years**
RAVA 4 Advantage								
With a ten-year surrender charge schedule	$12,140	$21,040	$29,958	$49,150	$4,884	$14,670	$24,479	$49,100
With a seven-year surrender charge schedule	11,239	20,137	28,148	49,150	4,884	14,670	24,479	49,100
RAVA 4 Select	11,483	15,430	25,649	51,077	5,133	15,380	25,599	51,027
RAVA 4 Access	4,024	12,095	20,332	41,675	3,974	12,045	20,282	41,625

Minimum Expenses. These examples assume that you have the Standard Death Benefit and do not select any optional benefits. Although your actual costs may be higher, based on these assumptions your costs would be:

	If you surrender your contract at the end of the applicable time period:				If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period:			
Nonqualified Annuity	**1 year**	**3 years**	**5 years**	**10 years**	**1 year**	**3 years**	**5 years**	**10 years**
RAVA 4 Advantage								
With a ten-year surrender charge schedule	$8,994	$11,604	$13,915	$17,273	$1,466	$4,554	$7,865	$17,223
With a seven-year surrender charge schedule	8,060	10,604	11,915	17,273	1,466	4,554	7,865	17,223
RAVA 4 Select	8,298	5,387	9,243	20,045	1,722	5,337	9,193	19,995
RAVA 4 Access	1,926	5,855	10,033	21,677	1,876	5,805	9,983	21,627

Qualified Annuity	If you surrender your contract at the end of the applicable time period: 1 year	3 years	5 years	10 years	If you do not surrender your contract or if you select an annuity payout plan at the end of the applicable time period: 1 year	3 years	5 years	10 years
RAVA 4 Advantage								
With a ten-year surrender charge schedule	$8,806	$10,975	$12,843	$15,005	$1,261	$3,925	$6,793	$14,955
With a seven-year surrender charge schedule	7,869	9,975	10,843	15,005	1,261	3,925	6,793	14,955
RAVA 4 Select	8,107	4,761	8,182	17,833	1,517	4,711	8,132	17,783
RAVA 4 Access	1,721	5,231	8,979	19,496	1,671	5,181	8,929	19,446

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

Principal Risks of Investing in the Contract

Risk of Loss. Variable annuities involve risks, including possible loss of principal. Your losses could be significant. This contract is not a deposit or obligation of, or guaranteed or endorsed by, any bank. This contract is not federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency.

Short-Term Investment Risk. This contract is not designed for short-term investing and may not be appropriate for an investor who needs ready access to cash. The benefits of tax deferral and long-term income mean that this contract is more beneficial to investors with a long-term investment horizon.

Withdrawal Risk. You should carefully consider the risks associated with withdrawals under the contract. Withdrawals may be subject to a significant surrender charge, depending on the option you select. If you make a withdrawal prior to age 59½, there may be adverse tax consequences, including a 10% IRS penalty tax. A withdrawal may reduce the value of your standard and optional benefits. A total withdrawal (surrender) will result in the termination of your contract.

Subaccount Risk. Amounts that you invest in the subaccounts are subject to the risk of poor investment performance. You assume the investment risk. Generally, if the subaccounts that you select make money, your contract value goes up, and if they lose money, your contract value goes down. Each subaccount's performance depends on the performance of its underlying Fund. Each underlying Fund has its own investment risks, and you are exposed to the Fund's investment risks when you invest in a subaccount. You are responsible for selecting subaccounts that are appropriate for you based on your own individual circumstances, investment goals, financial situation, and risk tolerance. For risks associated with any Fixed Account options, see Financial Strength and Claims-Paying Ability Risk below.

Selection Risk. The optional benefits under the contract were designed for different financial goals and to protect against different financial risks. There is a risk that you may not choose, or may not have chosen, the benefit or benefits (if any) that are best suited for you based on your present or future needs and circumstances, and the benefits that are more suited for you (if any) may not be elected after your contract is issued. In addition, if you elected an optional benefit and do not use it and if the contingencies upon which the benefit depend never occur, you will have paid for an optional benefit that did not provide a financial benefit. There is also a risk that any financial return of an optional benefit, if any, will ultimately be less than the amount you paid for the benefit.

Investment Restrictions Risk. Certain optional benefits limit the investment options that are available to you and limit your ability to take certain actions under the contract. These investment requirements are designed to reduce our risk that we will have to make payments to you from our own assets. In turn, they may also limit the potential growth of your contract value and the potential growth of your guaranteed benefits. This may conflict with your personal investment objectives.

Managed Volatility Fund Risk. The Portfolio Stabilizer funds are managed volatility funds that employ a strategy designed to reduce overall volatility and downside risk. These risk management techniques help us manage our financial risks associated with the contract's guarantees, like living benefits, because they reduce the incidence of extreme outcomes including the probability of large gains or losses. However, these strategies can also limit your participation in rising equity markets, which may limit the potential growth of your contract value and the potential growth of your guaranteed benefits and may therefore conflict with your personal investment objectives. Certain Funds advised by our affiliate, Columbia Management, employ such risk management strategies. If you elect certain optional benefits under the contract, we require you to invest in these funds, which may limit your ability to increase your benefit. Costs associated with running a managed volatility strategy may also adversely impact the performance of managed volatility funds.

Purchase Payment Risk. Your ability to make subsequent purchase payments is subject to restrictions. We reserve the right to limit or restrict purchase payments in certain contract years or based on age, and in conjunction with certain optional living benefit riders with advance notice. Also, our prior approval may be required before accepting certain purchase payments. We reserve the right to limit certain annuity features (for example, investment options) if prior approval is required. There is no guarantee that you will always be permitted to make purchase payments.

Purchase Payment Credit Risk. The expenses of the Contract may be higher than expenses for a similar contract that does not credit a Purchase payment credit. Your Purchase payment credits may be more than offset by the higher expenses associated with this Contract. For contracts purchased before Oct. 5, 2008, the unamortized portion of a Purchase payment credit may be reversed upon payment of a lump sum death benefit when the date of death is within 12 months of when the purchase payment credit was applied.

Financial Strength and Claims-Paying Ability Risk. All guarantees under the contract that are paid from our general account (including under any Fixed Account option) are subject to our financial strength and claims-paying ability. If we experience financial distress, we may not be able to meet our obligations to you.

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

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

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

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

Potential Adverse Tax Consequences. Tax considerations vary by individual facts and circumstances. Tax rules may change without notice. Generally, earnings under your contract are taxed at ordinary income tax rates when withdrawn. You may have to pay a tax penalty if you take a withdrawal before age 59 ½. If you purchase a qualified annuity to fund a retirement plan that is tax-deferred, your contract will not provide any necessary or additional tax deferral beyond what is provided in that retirement plan. Consult a tax professional.

The Variable Account and the Funds

The variable account: The Variable Account was established under New York law on April 17, 1996.The Variable Account, consisting of subaccounts, is registered together as a single unit investment trust under the Investment Company Act of 1940 (the 1940 Act). This registration does not involve any supervision of our management or investment practices and policies by the SEC. All obligations arising under the contracts are general obligations of RiverSource Life of NY.

The Variable Account meets the definition of a separate account under federal securities laws. Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of RiverSource Life of NY's other assets. The Variable Account's assets are held separately from RiverSource Life of NY's assets and are not chargeable with liabilities incurred in any other business of RiverSource Life of NY. RiverSource Life of NY is obligated to pay all amounts promised to contract owners under the contracts. The Variable Account includes other subaccounts that are available under contracts that are not described in this prospectus.

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

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

The Funds: The contract currently offers Subaccounts investing in shares of the Funds. Information regarding each Fund, including (i) its name, (ii) its investment objective, (iii) its investment adviser and any sub-investment adviser, (iv) current expenses, and (v) performance may be found in Appendix A to this prospectus.

Please read the Funds' prospectuses carefully for facts you should know before investing. These prospectuses containing more detailed information about the Funds are available by contacting us at 70100 Ameriprise Financial Center, Minneapolis, MN 55474, telephone: 1-800-862-7919, website: Ameriprise.com/variable annuities.

- **Investment objectives:** The investment managers and advisers cannot guarantee that the Funds will meet their investment objectives.
- **Fund name and management:** An underlying Fund in which a Subaccount invests may have a name, portfolio manager, objectives, strategies and characteristics that are the same or substantially similar to those of a publicly-traded retail mutual fund. Despite these similarities, an underlying fund is not the same as any publicly-traded retail mutual fund. Each underlying fund will have its own unique portfolio holdings, fees, operating expenses and operating results. The results of each underlying fund may differ significantly from any publicly-traded retail mutual fund.
- **Eligible purchasers:** All Funds are available to serve as underlying funds for variable annuities and variable life insurance policies. The Funds are not available to the public (see "Fund name and management" above). Some Funds also are available to serve as investment options for tax-deferred retirement plans. It is possible that in the future for tax, regulatory or other reasons, it may be disadvantageous for variable annuity accounts and variable life

insurance accounts and/or tax-deferred retirement plans to invest in the available funds simultaneously. Although we and the Funds' providers do not currently foresee any such disadvantages, the boards of directors or trustees of each Fund will monitor events in order to identify any material conflicts between annuity owners, policy owners and tax-deferred retirement plans and to determine what action, if any, should be taken in response to a conflict. If a board were to conclude that it should establish separate Fund providers for the variable annuity, variable life insurance and tax-deferred retirement plan accounts, you would not bear any expenses associated with establishing separate Funds. Please refer to the Funds' prospectuses for risk disclosure regarding simultaneous investments by variable annuity, variable life insurance and tax-deferred retirement plan accounts. Each Fund intends to comply with the diversification requirements under Section 817(h) of the Code.

- **Asset allocation programs may impact Fund performance:** Asset allocation programs in general may negatively impact the performance of an underlying fund. Even if you do not participate in an asset allocation program, a Fund in which your Subaccount invests may be impacted if it is included in an asset allocation program. Rebalancing or reallocation under the terms of the asset allocation program may cause a Fund to lose money if it must sell large amounts of securities to meet a redemption request. These losses can be greater if the Fund holds securities that are not as liquid as others; for example, various types of bonds, shares of smaller companies and securities of foreign issuers. A Fund may also experience higher expenses because it must sell or buy securities more frequently than it otherwise might in the absence of asset allocation program rebalancing or reallocations. Because asset allocation programs include periodic rebalancing and may also include reallocation, these effects may occur under the asset allocation program we offer (see "Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds") or under asset allocation programs used in conjunction with the contracts and plans of other eligible purchasers of the Funds.
- **Funds available under the contract:** We seek to provide a broad array of underlying funds taking into account the fees and charges imposed by each Fund and the contract charges we impose. We select the underlying funds in which the Subaccounts initially invest and when there is substitution (see "Substitution of Investments"). We also make all decisions regarding which Funds to retain in a contract, which Funds to add to a contract and which Funds will no longer be offered in a contract. In making these decisions, we may consider various objective and subjective factors. Objective factors include, but are not limited to Fund performance, Fund expenses, classes of Fund shares available, size of the Fund and investment objectives and investing style of the Fund. Subjective factors include, but are not limited to, investment sub-styles and process, management skill and history at other Funds and portfolio concentration and sector weightings. We also consider the levels and types of revenue, including but not limited to expense payments and non-cash compensation of a Fund, its distributor, investment adviser, subadviser, transfer agent or their affiliates pay us and our affiliates. This revenue includes, but is not limited to compensation for administrative services provided with respect to the Fund and support of marketing and distribution expenses incurred with respect to the Fund.
- **Money Market fund yield:** In low interest rate environments, money market fund yields may decrease to a level where the deduction of fees and charges associated with your contract could result in negative net performance, resulting in a corresponding decrease in your contract value.
- **Conflicts of Interest with Certain Funds Advised by Columbia Management.** We are an affiliate of Ameriprise Financial, Inc., which is the parent company of Columbia Management Investment Advisers, LLC (Columbia Management). Columbia Management acts as investment adviser to several funds of funds, including Portfolio Navigator and Portfolio Stabilizer funds. As such, it retains full discretion over the investment activities and investment decisions of the Funds. These funds invest in other registered mutual funds. In providing investment advisory services for the funds and the underlying funds in which those funds respectively invest, Columbia Management is, together with its affiliates, including us, subject to competing interests that may influence its decisions. These competing interests typically arise because Columbia Management Investment Advisers or one of its affiliates serves as the investment adviser to the underlying funds and may provide other services in connection with such underlying funds, and because the compensation we and our affiliates receive for providing these investment advisory and other services varies depending on the underlying fund.
- **Revenue we receive from the Funds and potential conflicts of interest:**

Expenses We May Incur on Behalf of the Funds

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

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

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

Payments the Funds May Make to Us

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

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

Conflicts of Interest These Payments May Create

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

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

The Amount of Payments We Receive from the Funds

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

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

- Compensating, training and educating financial advisors who sell the contracts.
- Granting access to our employees whose job it is to promote sales of the contracts by authorized selling firms and their financial advisors, and granting access to financial advisors of our affiliated selling firms.
- Activities or services we or our affiliates provide that assist in the promotion and distribution of the contracts including promoting the funds available under the contracts to contract owners, authorized selling firms and financial advisors.
- Providing sub-transfer agency and shareholder servicing to contract owners.
- Promoting, including and/or retaining the Fund’s investment portfolios as underlying Funds in the contracts.
- Advertising, printing and mailing sales literature, and printing and distributing prospectuses and reports.
- Furnishing personal services to contract owners, including education of contract owners regarding the Funds, answering routine inquiries regarding a Fund, maintaining accounts or providing such other services eligible for service fees as defined under the rules of the Financial Industry Regulatory Authority (FINRA).
- Subaccounting services, transaction processing, recordkeeping and administration.

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

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

The General Account

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

The Fixed Account

Amounts allocated to the fixed account are part of our general account. The fixed account includes the regular fixed account and the Special DCA fixed account. We credit interest on amounts you allocate to the fixed account at rates we determine from time to time at our discretion. Interest rates credited in excess of the guaranteed rate generally will be based on various factors related to future investment earnings. The guaranteed minimum interest rate on amounts invested in the fixed account will never be less than the fixed account minimum interest rate required under state law. We back the principal and interest guarantees relating to the fixed account. These guarantees are subject to the creditworthiness and continued claims-paying ability of RiverSource Life of NY.

Because of exemptive and exclusionary provisions, we have not registered interests in the fixed account as securities under the Securities Act of 1933 nor have any of these accounts been registered as investment companies under the Investment Company Act of 1940. Accordingly, neither the fixed account nor any interests in the fixed account are subject to the provisions of these Acts.

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

The Regular Fixed Account

For RAVA 4 Advantage and RAVA 4 Select, unless the PN program is in effect, you also may allocate purchase payments and purchase payment credits or transfer contract value to the regular fixed account. Effective May 10, 2010, for RAVA 4 Access contracts you cannot allocate purchase payments to the regular fixed account. (Exception: RAVA 4 Access contract holders who remained invested in the static PN program model portfolio and have the regular fixed account included in the model portfolio selected.) The value of the regular fixed account increases as we credit interest to the account. We credit and compound interest daily based on a 365-day year so as to produce the annual effective rate which we declare. We do not credit interest on leap days (Feb. 29). The interest rate we apply to each purchase payment or transfer to the regular fixed account is guaranteed for one year. Thereafter, we will change the rates from time to time at our discretion. We reserve the right to limit purchase payment allocations to the regular fixed account if the interest rate we are then currently crediting to the regular fixed account is equal to the minimum interest rate stated in the contract. (See "Making the Most of Your Contract — Transfer policies" for restrictions on transfers involving the regular fixed account.)

The Special DCA Fixed Account

You also may allocate purchase payments and purchase payment credits to the Special DCA fixed account, when available. The Special DCA fixed account is available for new purchase payments. The value of the Special DCA fixed account increases as we credit interest to the account. We credit and compound interest daily based on a 365-day year so as to produce the annual effective rate which we declare. We do not credit interest on leap days (Feb. 29). The interest rate we apply to each purchase payment is guaranteed for the period of time money remains in the Special DCA fixed account. (See “Making the Most of Your Contract — Special Dollar Cost Averaging Program” for more information on the Special DCA fixed account.)

Buying Your Contract

New contracts are not currently being offered. We are required by law to obtain personal information from you which we used to verify your identity. If you do not provide this information we reserve the right to refuse to issue your contract or take other steps we deem reasonable. As the owner, you have all rights and may receive all benefits under the contract. You can own a nonqualified annuity in joint tenancy with rights of survivorship only in spousal situations. You cannot own a qualified annuity in joint tenancy. You can buy a contract if you and the annuitant are 90 or younger.

When you applied, you could have selected among the following:

- the regular fixed account[(1)], subaccounts, or the Special DCA fixed account in which you want to invest;
- how you want to make purchase payments;
- a beneficiary;
- under RAVA 4 Advantage, the length of the surrender charge period (seven or ten years);
- one of the following optional death benefits:
  - ROPP Death Benefit[(2)];
  - MAV Death Benefit[(2)];
  - 5-Year MAV Death Benefit[(2)]; and
- under RAVA 4 Advantage and RAVA 4 Select, one of the following optional living benefits:
  - Accumulation Benefit rider[(3)];
  - SecureSource Flex rider[(3)].
  - GWB for Life rider; or
  - SecureSource rider.

(1) For RAVA 4 Access contracts you could not have selected the regular fixed account.

(2) You may have selected any one of the ROPP, MAV or 5-Year MAV riders. You cannot select both the MAV and 5-Year MAV. The MAV and 5-Year MAV are only available if you are 75 or younger at the rider effective date. ROPP is only available if you are 76 or older at the rider effective date. ROPP is included in the standard death benefit if you are 75 or younger.

(3) You may have selected either the Accumulation Benefit or SecureSource Flex rider. The Accumulation Benefit and SecureSource Flex – Single Life riders are only available if you are 80 or younger at the rider effective date. SecureSource Flex – Joint Life rider is available if both covered spouses are 80 or younger.

The contracts provide for allocation of purchase payments and purchase payment credits to the subaccounts of the variable account, to the regular fixed account and/or to the Special DCA account (when available) in even 1% increments. There may be certain restrictions on the amount you may allocate to the regular fixed account. For RAVA 4 Access contracts purchase payment credits are not available and you cannot allocate purchase payments to the regular fixed account. (Exception: RAVA 4 Access contract holders who remained invested in the static PN program model portfolio and have the regular fixed account included in the model portfolio selected.) (See “Purchase Payments.”)

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

Householding and delivery of certain documents

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

Contract Exchanges

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

Purchase Payments*

Minimum allowable purchase payments**

If paying by installments under a scheduled payment plan:

$50 per month

If paying by any other method:	**RAVA 4 Advantage**	**RAVA 4 Select**	**RAVA 4 Access**
initial payment for qualified annuities	$1,000	$2,000	$2,000
initial payment for nonqualified annuities	2,000	10,000	10,000
for any additional payments	50	50	50

* **RAVA 4 Advantage and RAVA 4 Select Band 3 annuities sold to individuals other than advisors and employees:** Require a minimum $1,000,000 initial purchase payment and our approval. Contracts already approved may make payments in subsequent years up to $100,000 if your age on the effective date of the contract is age 85 or younger and $50,000 if your age on the effective date of the contract is age 86 to 90.

** Installments must total at least $600 in the first year. If you do not make any purchase payments for 36 months, and your contract value is less than $2,000, we have the right to give you 30 days’ written notice and pay you the total value of your contract in a lump sum.

Maximum allowable purchase payments*** (without our approval) based on your age on the effective date of the contract:

	RAVA 4 Advantage	**RAVA 4 Select**	**RAVA 4 Access**
For the first year: through age 85	$999,999	$999,999	$999,999
for ages 86 to 90	100,000	100,000	100,000
For each subsequent year: through age 85	100,000	100,000	100,000
for ages 86 to 90	50,000	50,000	50,000

*** These limits apply in total to all RiverSource Life of NY annuities you own. We reserve the right to increase maximum limits. For qualified annuities the Code’s limits on annual contributions also apply.

We do not consider purchase payment credits to be part of your purchase payment.

Additional purchase payment restrictions for contracts with the Accumulation Benefit rider

Additional purchase payments for contracts with the Accumulation Benefit rider are restricted during the waiting period after the first 180 days (1) immediately following the effective date and (2) following the last contract anniversary for each elective step up.

Additional purchase payment restrictions for contracts with the GWB for Life rider

Effective Jan. 26, 2009, after initial purchase payments are received, limited additional purchase payments are allowed for all contracts with the GWB for Life. Initial purchase payments are: 1) payments received with the application; and 2) Tax Free Exchanges, rollovers, and transfers listed on the annuity application, paper work initiated within 30 days from contract issue date and received within 180 days from the contract issue date.

Additional purchase payments will be limited to $100,000 for the life of your contract.

Additional purchase payment restrictions for contracts with the *SecureSource* rider

Effective Feb. 27, 2012, after initial purchase payments are received, limited additional purchase payments are allowed for all contracts with the *SecureSource* rider. Initial purchase payments are: 1) payments received with the application; and 2) Tax Free Exchanges, rollovers, and transfers listed on the annuity application, paper work initiated within 30 days from contract issue date and received within 180 days from the contract issue date.

Additional purchase payments to your variable annuity contract will be limited to $100,000 for the life of your contract.

Additional purchase payment restrictions for contracts with the *SecureSource Flex* riders

Effective Feb. 27, 2012, no additional purchase payments are allowed for *SecureSource Flex* riders subject to certain exceptions listed below.

Certain exceptions apply and additional purchase payments are allowed on or after Feb. 27, 2012:

a. Purchase payments received within 90 calendar days from the contract application signed date.

b. Current tax year contributions for TSAs and Custodial and investment only plans under Section 401(a) of the Code, up to the annual limit set by the IRS.

c. Prior and current tax year contributions up to the annual limit set up by the IRS for any Qualified Accounts except TSAs and 401(a)s. This annual limit applies to IRAs, Roth IRAs, SIMPLE IRAs and SEP plans.

d. Additional purchase payments for Qualified Accounts are also limited to $100,000; however, this restriction is currently being waived until further notice.

How To Make Purchase Payments

1 By letter

For initial purchase payment, send your check along with your name and contract number to:

RiverSource Life Insurance Co. of New York
70200 Ameriprise Financial Center
Minneapolis, MN 55474

2 By scheduled payment plan

We can help you set up:

- an automatic payroll deduction, salary reduction or other group billing arrangement; or
- a bank authorization.

Purchase Payment Credits

Purchase payment credits are not available for RAVA 4 Access.

For RAVA 4 Advantage: we add a credit to your Contract in the amount of:

- 1% of each purchase payment received:
  - if you elect the ten-year surrender charge schedule for your Contract and the initial purchase payment is under $100,000; or
  - if you elect the seven-year surrender charge schedule for your Contract and your initial purchase payment to the Contract is at least $100,000 but less than $1,000,000.
- 2% of each purchase payment received if you elect the ten-year surrender charge schedule for your Contract and your initial purchase payment to the Contract is at least $100,000 but less than $1,000,000.

For RAVA 4 Advantage – Band 3: we add a credit to your Contract in the amount of:

- 2% of each purchase payment received:
  - if you elect the seven-year surrender charge schedule for your Contract.
- 3% of each purchase payment received:
  - if you elect the ten-year surrender charge schedule for your Contract.

Surrender charges under RAVA 4 Advantage and RAVA 4 Advantage – Band 3 may be higher and longer than those for Contracts that do not have purchase payment credits. The amount of the credits may be more than offset by the additional charges associated with them. Because of higher charges, there could be circumstances where you may be worse off purchasing one of these Contracts with the credits than purchasing other Contracts. All things being equal (such as fund performance and availability), this may occur if you select the ten-year surrender charge and you make a full surrender before year ten. We pay for the credits under RAVA 4 Advantage and RAVA 4 Advantage – Band 3 primarily through revenue from a higher and longer surrender charge schedule and through lower costs associated with larger sized Contracts, including lower compensation paid on the sales of these Contracts. We expect to make a profit from the charges on the Contract.

For RAVA 4 Select: we add a credit to your Contract in the amount of:

- 1% of each purchase payment received in the first Contract year if your initial purchase payment to the Contract is at least $250,000 but less than $1,000,000; or

- 2% of each purchase payment received in the first Contract year if your initial purchase payment to the Contract is $1,000,000 or more. Please note that purchase payments of $1,000,000 or more require our approval.

For RAVA 4 Select – Band 3: we add a credit to your Contract in the amount of 2% of each purchase payment received in the first Contract year.

Expenses under RAVA 4 Select and RAVA 4 Select – Band 3 may be higher than those for Contracts that do not have purchase payment credits. The amount of the credits may be more than offset by the additional charges associated with them. Because of higher charges, you may be worse off purchasing one of these Contracts with the credits than purchasing other Contracts. We pay for the credits under RAVA 4 Select and RAVA 4 Select – Band 3 primarily through lower costs associated with larger sized Contracts, including lower compensation paid on the sales of these Contracts. We expect to make a profit from the charges on the Contract.

We fund all credits from our general account. We do not consider credits to be "investments" for income tax purposes. (See "Taxes.")

We allocate each credit to your Contract value when the applicable purchase payment is applied to your Contract value. We allocate such credits to your Contract value according to allocation instructions in effect for your purchase payments.

We will reverse credits from the Contract value for any purchase payment that is not honored. The amount returned to you under the free look provision also will not include any credits applied to your Contract. (See "The Contract in Brief – Free look period.")

We do not consider purchase payment credits to be part of your purchase payments for any purpose under the Contract.

We will assess a charge, similar to a surrender charge, equal to the amount of the unamortized portion of the purchase payment credits applied within twelve months preceding the date of death that results in a death benefit under this contract. The unamortized portion is based on the number of calendar days remaining in the 12 month period since the purchase payment credit was applied. This paragraph will not apply to contracts purchased on or after Oct. 5, 2008.

We reserve the right to increase the amount of the credit for certain groups of contract owners. The increase will not be greater than 8% of total net purchase payments. We would pay for increases in credit amounts primarily through reduced expenses expected from such groups.

Limitations on Use of Contracts

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

The Settlement Date

Annuity payouts are scheduled to begin on the settlement date. This means that the contract will be annuitized (converted to a stream of monthly payments), and the first payment will be sent on the settlement date. If your contract is annuitized, the contract goes into payout mode and only the annuity payout provisions continue. You will no longer have access to your contract value. In addition, the death benefit and any optional benefits you have elected will end.

The settlement date must be:

no earlier than the 30th day after the contract's effective date; and no later than

the annuitant's 95th birthday or the tenth contract anniversary, if later,

or such other date as agreed to by us but not later than the annuitant's 105th birthday.

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

If you do not make an election, annuity payouts, using the contract's default option of Annuity Payout Plan B — Life annuity with 10 years certain, will begin on the settlement date and your monthly annuity payments will continue for as long as the annuitant lives. If the annuitant does not survive 10 years, payments will continue until 10 years of payments have been made.

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

Beneficiary

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

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

Charges

Transaction Expenses

Surrender Charge

If you surrender all or part of your contract, before the settlement date, we may deduct a surrender charge from the contract value that is surrendered. For RAVA 4 Advantage, a surrender charge applies if all or part of the surrender amount is from purchase payments we received within seven or ten years before surrender. You select the surrender charge period at the time of your application for the contract. For RAVA 4 Select, a surrender charge applies if you surrender all or part of your purchase payments in the first three contract years. There is no surrender charge for RAVA 4 Access. The surrender charge percentages that apply to you are shown in your contract. For purposes of calculating the surrender charge, we do not consider purchase payment credits as part of your purchase payments.

You may surrender an amount during any contract year without a surrender charge. We call this amount the Total Free Amount (TFA). The TFA varies depending on whether your contract includes the GWB for Life rider or *SecureSource* rider:

Contracts without GWB for Life rider or *SecureSource* rider
The TFA is the greater of:

- 10% of the contract value on the prior contract anniversary*; or
- current contract earnings, which includes any purchase payment credits.

Contracts with GWB for Life rider or *SecureSource* rider
The TFA is the greatest of:

- 10% of the contract value on the prior contract anniversary*;
- current contract earnings, which includes any purchase payment credits;
- the Remaining Benefit Payment; or
- the Remaining Annual Lifetime Payment.

* We consider all purchase payments received and any purchase payment credit applied prior to your surrender request to be the prior contract anniversary's contract value during the first contract year.

NOTE: We determine current contract earnings by looking at the entire contract value, not the earnings of any particular subaccount, the regular fixed account or the Special DCA fixed account.

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

<u>Surrender charge under RAVA 4 Advantage:</u>
For purposes of calculating any surrender charge under RAVA 4 Advantage, we treat amounts surrendered from your contract value in the following order:

1. First, we surrender the TFA. We do not assess a surrender charge on the TFA.
2. Next, we surrender purchase payments received prior to the surrender charge period you selected and shown in your contract. We do not assess a surrender charge on these purchase payments.
3. Finally, if necessary, we surrender purchase payments received that are still within the surrender charge period you selected and shown in your contract. We surrender these payments on a first-in, first-out (FIFO) basis. We do assess a surrender charge on these payments.

We determine your surrender charge by multiplying each of your payments surrendered by the applicable surrender charge percentage, and then adding the total surrender charges.

The surrender charge percentage depends on the number of years since you made the payments that are surrendered, depending on the schedule you selected:

Ten-year schedule		Seven-year schedule	
Number of completed years from date of each purchase payment*	Surrender charge percentage	Number of completed years from date of each purchase payment*	Surrender charge percentage
0	8%	0	7%
1	8	1	7
2	8	2	7
3	7	3	6
4	7	4	5
5	6	5	4
6	5	6	2
7	4	7+	0
8	3		
9	2		
10+	0		

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

Surrender charge under RAVA 4 Select:

For purposes of calculating any surrender charge under RAVA 4 Select, we treat amounts surrendered from your contract value in the following order:

1. First, we surrender the TFA. We do not assess a surrender charge on the TFA.
2. Next, if necessary, we surrender purchase payments. We do assess a surrender charge on these payments during the first three contract years as follows:

Contract year**	Surrender charge percentage
1	7%
2	7
3	7
Thereafter	0

** According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed one day prior to the contract anniversary.

Surrender charge under RAVA 4 Access:

There is no surrender charge if you surrender all or part of your contract.

Partial surrenders:

For a partial surrender that is subject to a surrender charge, the amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge.

For an example, see Appendix B.

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

Fixed Payouts: Surrender charge under annuity payout plans allowing surrenders of the present value of remaining guaranteed payouts: If you elect an annuity payout plan and the plan we make available provides a liquidity feature permitting you to surrender any portion of the underlying value of remaining guaranteed payouts, a surrender charge may apply.

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

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

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

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

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

Waiver of surrender charges

We do not assess surrender charges for:

- surrenders of any contract earnings;
- surrenders of amounts totaling up to 10% of the contract value on the prior contract anniversary to the extent it exceeds contract earnings;
- if you elected the GWB for Life rider or SecureSource rider, the greater of your contract's Remaining Benefit Payment or Remaining Annual Lifetime Payment to the extent it exceeds the greater of contract earnings or 10% of the contract value on the prior contract anniversary;
- to the extent that they exceed the greater of contract earnings or 10% of the contract value on the prior contract anniversary, required minimum distributions from a qualified annuity. The amount on which surrender charges are waived can be no greater than the RMD amount calculated under your specific contract currently in force;
- contracts settled using an annuity payout plan, unless an Annuity Payout Plan E is later surrendered;
- amounts we refund to you during the free look period;
- death benefits*;
- surrenders you make under your contract's "Waiver of Surrender Charges for Hospital or Nursing Home Confinement" provision. To the extent permitted by state law, this provision applies when you are under age 76 on the date that we issue the contract. Under this provision, we will waive surrender charges that we normally assess upon full or partial surrender. You must provide proof satisfactory to us that, as of the date you request the surrender, you or your spouse are confined to a nursing home or hospital and have been for 60 straight days and the confinement began after the contract date. (See your contract for additional conditions and restrictions on this waiver.); and
- surrenders you make under your contract's "Waiver of Surrender Charges for Terminal Illness Disability Diagnosis" provision. To the extent permitted by state law, this provision applies when you are under age 76 on the date we issue the contract. Under this provision, we will waive surrender charges that we normally assess for surrenders you make if you or your spouse are diagnosed after the contract issue date as disabled with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of a licensed physician's statement. You must provide us with a licensed physician's statement containing the terminal illness diagnosis and the date the terminal illness was initially diagnosed. (See your contract for additional conditions and restrictions on this waiver.)

* However, for contracts purchased before Oct. 5, 2008, we will reverse the unamortized portion of purchase payment credits credited within 12 months of a withdrawal under this provision. (See "Buying your contract — Purchase payment credits.")

Other information on charges: Ameriprise Financial, Inc. makes certain custodial services available to some profit sharing, money purchase and target benefit plans funded by our annuities. Fees for these services start at $30 per calendar year per participant. Ameriprise Financial, Inc. will charge a termination fee for owners under age 59½ (fee waived in case of death or disability).

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

Annual Contract Expenses

Base Contract Expenses

Base Contract expenses consist of the contract administrative charge and mortality and expense risk fee.

Contract Administrative Charge

We charge this fee for establishing and maintaining your records. Currently, we deduct $50* from your contract value on your contract anniversary. We prorate this charge among the subaccounts and the regular fixed account in the same proportion your interest in each account bears to your total contract value, less amounts invested in the Special DCA fixed account. The contract administrative charge is only deducted from any Special DCA fixed account if insufficient amounts are available in the regular fixed account and the subaccounts.

We will waive this charge when your contract value, or total purchase payments less any payments surrendered, is $50,000 or more on the current contract anniversary. However, we reserve the right to charge up to $20 after the first contract anniversary for these contracts.

If you surrender your contract, we will deduct the full charge at the time of surrender regardless of the contract value or purchase payments made. This charge does not apply after annuity payouts begin or when we pay death benefits.

* Prior to May 1, 2021, the annual contract administrative charge was $30.

Mortality and Expense Risk Fee

We charge this fee daily to the subaccounts as a percentage of the daily contract value in the variable account. The unit values of your subaccounts reflect this fee. These fees cover the mortality and expense risk that we assume. These fees do not apply to the fixed account. The fees listed below are the current fees and they cannot be changed.

RAVA 4 Advantage for nonqualified annuities	**Maximum/Current:**1.05%
RAVA 4 Advantage for qualified annuities	**Maximum/Current:**0.85%
RAVA 4 Select for nonqualified annuities	**Maximum/Current:**1.30%
RAVA 4 Select for qualified annuities	**Maximum/Current:**1.10%
RAVA 4 Access for nonqualified annuities	**Maximum/Current:**1.45%
RAVA 4 Access for qualified annuities	**Maximum/Current:**1.25%

This fee covers the mortality and expense risk that we assume. This fee does not apply to the regular fixed account or the Special DCA fixed account.

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

Expense risk arises because we cannot increase the contract administrative charge and this charge may not cover our expenses. We would have to make up any deficit from our general assets. We could profit from the expense risk fee if future expenses are less than expected.

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

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

We may use any profits we realize from the subaccounts' payment to us of the mortality and expense risk fee for any proper corporate purpose, including, among others, payment of distribution (selling) expenses. We do not expect that the surrender charge for RAVA 4 Advantage or RAVA 4 Select, discussed in the following paragraphs, will cover sales and distribution expenses.

Optional Living Benefit Charges

SecureSource Flex Rider Fee

We deduct an annual charge for this optional feature only if you select it. The charge is calculated by multiplying the annual rider fee by the greater of the contract anniversary value or the total Remaining Benefit Amount (RBA). The current annual rider fees are as follows:

- *SecureSource Flex* – Single Life rider, 0.95%;
- *SecureSource Flex* – Joint Life rider, 1.10%.

We deduct the fee on the 60th day after each contract anniversary. Remember, since the charge is taken on a contract anniversary all purchase payments received during the preceding calendar year will increase your charge. This is especially important to consider when you make purchase payments near your contract anniversary because the payment amount increases your contract value and will result in an increased rider anniversary charge. We prorate this fee among the subaccounts but not the fixed account in the same proportion as your interest in each bears to your total variable account contract value.

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

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

The following describes how your annual rider fee may increase:

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

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

The charge does not apply after you annuitize your contract and annuity payouts begin.

Accumulation Benefit Rider Fee

We deduct an annual charge from your contract value based on the greater of your contract value or the minimum contract accumulation value on your contract anniversary for this optional benefit only if you select it. See table below for the applicable percentage. The deduction will occur on the 60th day after each contract anniversary and on the benefit date. We prorate this charge among the variable subaccounts but not the fixed account in the same proportion as your interest in each bears to your total variable account contract value. Once you elect the Accumulation Benefit rider, you may not cancel it and the charge will continue to be deducted through the end of the waiting period or when annuity payouts begin. If the contract is terminated for any reason or when annuity payouts begin, we will deduct the charge, adjusted for the number of calendar days coverage was in place since we last deducted the charge.

The Accumulation Benefit rider fee will not exceed a maximum fee of 2.50%.

We may change the rider fee at our discretion and in a nondiscriminatory basis, independent of the fee in effect for new sales.

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

(a) you choose the annual elective step-up or elective spousal continuation step-up after we have exercised our rights to increase the rider fee; or

(b) you change your PN program investment option after we have exercised our rights to increase the rider fee or vary the rider fee for each PN program investment option.

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

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

Current rider fees for elective step-up (including elective spousal continuation step-up) requests, are shown in the table below.

Contract purchase date	Maximum annual rider fee	Initial annual rider fee and annual rider fee for elective step-ups before 10/20/2012
Prior to 1/26/2009	2.50%	0.60%
01/26/2009 – 05/31/2009	2.50%	0.80%
11/09/2009 – 10/03/2010	2.50%	1.25%
10/04/2010 and later	2.50%	1.50%

Current annual rider fees for elective step-up (including elective spousal continuation step-up) requests on/after 10/20/2012 are shown in the table below.

Elective step up date:	If invested in Portfolio Navigator fund at the time of step-up:	If invested in Portfolio Stabilizer fund at the time of step-up:
10/20/2012 – 11/17/2013	1.75%	n/a
11/18/2013 – 10/17/2014	1.75%	1.30%
10/18/2014 – 06/30/2016	1.60%	1.00%
07/01/2016 – 10/15/2018	1.75%	1.30%
10/16/2018 – 08/31/2020	1.40%	1.00%
09/01/2020 and later	2.50%	2.25%

(Charged annually as a percentage of contract value or the Minimum Contract Accumulation Value, whichever is greater. This deduction from the variable account contract value will occur on the 60th day after each contract anniversary. The fee applies only if you elect the optional rider.)

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

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

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

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

The charge does not apply after annuity payouts begin.

SecureSource Rider Fee

We deduct a charge based on the greater of the contract anniversary value or the total Remaining Benefit Amount (RBA)[1] for this optional feature only if you select it as follows:

Contract purchase date	Maximum annual rider fee	Initial annual rider fee
prior to 1/26/2009, Single Life	1.50%	0.65%
prior to 1/26/2009, Joint Life	1.50%	0.65%
1/26/2009 and later, Single Life	2.00%	0.90%
1/26/2009 and later, Joint Life	2.00%	0.90%

The deduction will occur on the 60th day after each contract anniversary. Remember, since the charge is taken on a contract anniversary all purchase payments received during the preceding calendar year will increase your charge. This is especially important to consider when you make purchase payments near your contract anniversary because the payment amount increases your contract value and will result in an increased rider anniversary charge. We prorate this fee among the subaccounts but not the fixed account in the same proportion as your interest in each bears to your total variable account contract value.

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

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

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

(a) you choose the annual elective step-up or the elective spousal continuation step-up after we have exercised our rights to increase the rider fee; or

(b) you change your PN program investment option after we have exercised our rights to increase the rider fee and/or vary the rider fee for each investment option.

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

- request an elective step-up or the elective spousal continuation step-up, or
- move to a Portfolio Navigator fund that is more aggressive than the Portfolio Navigator fund you are currently allocated to, the fee that will apply to your rider will correspond to the fund in which you are currently invested as shown in the table below.

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

		Portfolio Navigator funds				
Contract purchase date	All Portfolio Stabilizer funds	Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)
prior to 1/26/2009, Single Life	0.65%	0.65%	0.65%	0.65%	0.90%	1.00%
prior to 1/26/2009, Joint Life	0.65%	0.65%	0.65%	0.65%	0.90%	1.00%
1/26/2009 and later, Single Life	0.90%	0.90%	0.90%	0.90%	1.00%	1.10%
1/26/2009 and later, Joint Life	0.90%	0.90%	0.90%	0.90%	1.00%	1.10%

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

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

2. Move to one of the Portfolio Stabilizer funds. If you do this, your rider fee will not increase, but remember that you will lose your access to invest in the Portfolio Navigator funds.
3. Do not elect a step-up. You will not lock in contract gains, but your rider fee will stay the same.
4. If you are invested in the Variable Portfolio — Aggressive Portfolio or the Variable Portfolio — Moderately Aggressive Portfolio: move to a less aggressive Portfolio Navigator fund that is not subject to a fee increase. If you do this, your rider fee will not increase.

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

1. transfers of contract value to a Portfolio Stabilizer fund, a less aggressive Portfolio Navigator fund that is not subject to a fee increase, or to a more aggressive Portfolio Navigator fund; or
2. a withdrawal occurs resulting in your contract value automatically being moved as of the date of the withdrawal to the Portfolio Navigator Moderate fund.

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

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

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

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

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

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

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

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

The charge does not apply after annuity payouts begin.

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

GWB for Life Rider Fee

We deduct an annual charge for this optional feature only if you select it.[(1)] The initial annual rider fee is 0.65%. The charge is calculated by multiplying the annual rider fee by the greater of the contract value or the Remaining Benefit Amount (RBA). The deduction will occur on the 60th day after each contract anniversary. Remember, since the charge is taken on a contract anniversary all purchase payments received during the preceding calendar year will increase your charge. This is especially important to consider when you make purchase payments near your contract anniversary because the payment amount increases your contract value and will result in an increased rider anniversary charge. We prorate this charge among the subaccounts but not the fixed account in the same proportion as your interest in each bears to your total variable account contract value.

Once you elect the GWB for Life rider, you may not cancel it and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero or annuity payouts begin. If the contract is terminated for any reason or when annuity payouts begin, we will deduct the fee, adjusted for the number of calendar days coverage was in place since we last deducted the fee. If the RBA goes to zero but the contract value has not been depleted, you will continue to be charged.

The GWB for Life rider charge will not exceed a maximum fee of 1.50%.

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

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

(a) you choose the annual elective step up or the elective spousal continuation step up after we have exercised our rights to increase the rider fee; or

(b) you elect to change your PN program investment option after we have exercised our rights to increase the rider fee and/or vary the rider fee for each investment option.

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

- request an elective step up or the elective spousal continuation step up, or
- move to a Portfolio Navigator fund that is more aggressive than the Portfolio Navigator fund you are currently allocated to, the fee that will apply to your rider will correspond to the fund in which you are currently invested as shown in the table below.

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

Fund name	Maximum annual rider fee	Initial annual rider fee and fee for elective step ups before 12/18/13	Current rider fee for elective step ups on or after 12/18/13
Portfolio Stabilizer funds	1.50%	0.65%	0.65%
Portfolio Navigator funds:			
Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	1.50%	0.65%	0.65%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	1.50%	0.65%	0.65%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	1.50%	0.65%	0.65%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	1.50%	0.65%	0.95%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	1.50%	0.65%	1.10%

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

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

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

1. transfers of contract value to a Portfolio Stabilizer fund, a less aggressive Portfolio Navigator fund that is not subject to a fee increase, or to a more aggressive Portfolio Navigator fund; or
2. a withdrawal occurs resulting in your contract value automatically being moved as of the date of the withdrawal to the Portfolio Navigator Moderate fund.

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

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

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

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

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

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

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

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

The charge does not apply after annuity payouts begin.

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

(1) Effective Sept. 10, 2007, this rider is no longer available for sale.

Optional Death Benefit Charges

ROPP Rider Fee

We deduct an annual charge for this optional feature only if you select it(1). If selected, we deduct an annual charge of 0.20% of your variable account contract value. The deduction will occur on the 60th day after each contract anniversary. We prorate this charge among the variable subaccounts in the same proportion your interest in each subaccount bears to your total variable account contract value. We reserve the right to increase the fee for this rider after the tenth rider anniversary to a maximum of 0.30%.

If the contract is terminated for any reason, we will deduct the charge at that time, adjusted for the number of calendar days coverage was in effect during the year.

(1) Available if you are 76 or older at the rider effective date. ROPP is included in the standard death benefit if you are age 75 or younger on the contract effective date.

MAV Rider Fee

We deduct an annual charge for the optional feature only if you select it(1). If selected, we deduct an annual charge of 0.25% of your variable account contract value. The deduction will occur on the 60th day after each contract anniversary. We prorate this charge among the variable subaccounts in the same proportion your interest in each subaccount bears to your total variable account contract value. We reserve the right to increase the fee for this rider after the tenth rider anniversary to a maximum of 0.35%.

If the contract is terminated for any reason, we will deduct the charge at that time, adjusted for the number of calendar days coverage was in effect during the year.

(1) Available if you are 75 or younger at the rider effective date and it is not available with the 5-Year MAV.

5-Year MAV Rider Fee

We deduct an annual charge for this optional feature only if you select it[1]. If selected, we deduct an annual charge of 0.10% of your variable account contract value. The deduction will occur on the 60th day after each contract anniversary. We prorate this charge among the variable subaccounts in the same proportion your interest in each account bears to your total variable account contract value. We reserve the right to increase the charge for this rider after the tenth rider anniversary to a maximum of 0.20%.

If the contract is terminated for any reason, we will deduct the fee at that time, adjusted for the number of calendar days coverage was in effect during the year.

(1) Available if you are 75 or younger at the rider effective date. Not available with the MAV.

Fund Fees and Expenses

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

Valuing Your Investment

We value your accounts as follows:

The Regular Fixed Account

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

- the sum of your purchase payments and purchase payment credits and transfer amounts allocated to the regular fixed account;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges) and amounts transferred out; and
- minus any prorated portion of the contract administrative charge.

The Special DCA Fixed Account

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

- the sum of your purchase payments and purchase payment credits allocated to the Special DCA fixed account;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges); and
- minus amounts transferred out.

Subaccounts

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

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

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

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

We determine the net investment factor by:

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

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

The accumulation unit value is multiplied by the number of accumulation units to determine the contract value in that subaccount.

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

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

- additional purchase payments you allocate to the subaccounts;
- any purchase payment credits allocated to the subaccounts;
- transfers into or out of the subaccounts;
- partial surrenders;
- surrender charges;

and a deduction of a prorated portion of:

- the contract administrative charge;
- the ROPP rider charge (if selected);
- the MAV rider charge (if selected);
- the 5-Year MAV rider charge (if selected);
- the Accumulation Benefit rider charge (if selected);
- the GWB for Life rider charge (if selected);
- the *SecureSource Flex* rider charge (if selected) ; or
- the *SecureSource* rider charge (if selected).

Accumulation unit values will fluctuate due to:

- changes in fund net asset value;
- fund dividends distributed to the subaccounts;
- fund capital gains or losses;
- fund operating expenses; and/or
- mortality and expense risk fees.

Making the Most of Your Contract

Automated Dollar-Cost Averaging

Currently, you can use automated transfers to take advantage of dollar-cost averaging (investing a fixed amount at regular intervals). For example, you might transfer a set amount monthly from a relatively conservative subaccount to a more aggressive one, or from the regular fixed account to one or more subaccounts. Automated transfers from the regular fixed account to the subaccounts under automated dollar-cost averaging may not exceed an amount that, if continued, would deplete the regular fixed account within 12 months. You may not set-up automated transfers to the regular fixed account or the Special DCA fixed account. You may not set up an automated transfer if the GWB for Life, *SecureSource*, Accumulation Benefit, or PN program is selected. There is no charge for dollar-cost averaging.

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

How dollar-cost averaging works

	Month	Amount invested	Accumulation unit value	Number of units purchased
By investing an equal number of dollars each month	Jan	$100	$20	5.00
	Feb	100	18	5.56
you automatically buy more units when the per unit market price is low →	Mar	100	17	5.88
	Apr	100	15	6.67
	May	100	16	6.25
	June	100	18	5.56
	July	100	17	5.88
and fewer units when the per unit market price is high. →	Aug	100	19	5.26
	Sept	100	21	4.76
	Oct	100	20	5.00

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

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

Special Dollar-Cost Averaging (Special DCA) Program

If your purchase payment is at least $10,000, you can choose to participate in the Special DCA program (if available). There is no charge for the Special DCA program. Under the Special DCA program, you can allocate a new purchase payment and any applicable purchase payment credit to a six-month Special DCA fixed account according to the following rules:

- You may only allocate a new purchase payment of at least $10,000 to a Special DCA fixed account.
- You cannot transfer existing contract values into a Special DCA fixed account.
- Each Special DCA arrangement consists of six monthly transfers that begin seven days after we receive your purchase payment.
- We make monthly transfers of your Special DCA fixed account value into the subaccounts or PN program investment option you have selected.
- You may not use the regular fixed account or the Special DCA fixed account as a destination for the Special DCA monthly transfer. (Exception: if the PN program is in effect and the model portfolio you have selected, if applicable, includes the regular fixed account, amounts will be transferred from the Special DCA fixed account to the regular fixed account according to the allocation percentage established for the model portfolio you have selected.)
- We will change the interest rate on each Special DCA fixed account from time to time at our discretion based on factors that include the competition and the interest rate we are crediting to the regular fixed account at the time of the change. From time to time, we may credit interest to the Special DCA fixed account at promotional rates that are higher than those we credit to the regular fixed account.
- We credit each Special DCA fixed account with the current guaranteed annual rate that is in effect on the date we receive your purchase payment. However, we credit this annual rate over the length of the Special DCA arrangement on the balance remaining in your Special DCA fixed account. Therefore, the net effective interest rate you receive is less than the stated annual rate.
- We do not credit this interest after we transfer the value out of the Special DCA fixed account into the accounts you selected.
- Once you establish a Special DCA fixed account, you cannot allocate additional purchase payments to it. However, you may establish another new Special DCA fixed account and allocate new purchase payments to it.
- Funding from multiple sources is treated as individual purchase payments and a new Special DCA fixed account is opened for each payment (if the Special DCA fixed accounts are available on the valuation date we receive your payment).
- You may terminate your participation in the Special DCA program at any time. If you do, for RAVA 4 Advantage and RAVA 4 Select, we will transfer the remaining balance from your Special DCA fixed account to the regular fixed account, if no other specification is made. Interest will be credited according to the rates in effect on the regular fixed account and not the rate that was in effect on the Special DCA fixed account. For RAVA 4 Access, we will transfer the remaining balance from your Special DCA fixed account to variable subaccounts you specified in your termination

request, or if no specification is made, according to your current purchase payment allocation. (Exception: if you are required to be in the PN program when you elect to end your participation in the Special DCA program, we will transfer the remaining balance to the investment option which you have selected).

- We can modify the terms of the Special DCA program at any time. Any modifications will not affect any purchase payments that are already in a Special DCA fixed account. For more information on the Special DCA program, contact your financial advisor.

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

For an example of how Special DCA dollar-cost averaging works, see table below showing the Special DCA fixed account.

How Special dollar-cost averaging works

By spreading the investment over the term of the Special DCA

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

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

Date	SDCA Balance	Portion Transferred	Amount Transferred	Accumulation unit value	Number of units purchased
Jan 15	$10,000.00				
Jan 22	10,002.86	1/6	$1,667.14	$18	92.62
Feb 22	8,346.26	1/5	1,669.25	15	111.28
Mar 22	6,684.64	1/4	1,671.16	19	87.96
April 22	5,019.83	1/3	1,673.28	17	98.43
May 22	3,350.64	1/2	1,675.32	21	79.78
Jun 22	1,677.44	1/1	1,677.44	20	83.87

You paid an average price of $18.11 per unit over the 6 months, while the average market price actually was $18.33.

Asset Rebalancing

You can ask us in writing to have the variable subaccount portion of your contract value allocated according to the percentages (in tenth of a percent amounts) that you choose. We automatically will rebalance the variable subaccount portion of your contract value either quarterly, semi-annually, or annually. The period you select will start to run on the date we record your request. On the first valuation date of each of these periods, we automatically will rebalance your contract value so that the value in each subaccount matches your current subaccount percentage allocations. These percentage allocations must be in numbers with no more than one digit past the decimal. Asset rebalancing does not apply to the regular fixed account or the Special DCA fixed account. There is no charge for asset rebalancing. The contract value must be at least $2,000.

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

Different rules apply to asset rebalancing under the Portfolio Navigator program (see “Portfolio Navigator Program and Portfolio Stabilizer Funds” below).

Portfolio Navigator Program (PN Program) and Portfolio Stabilizer Funds

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

The PN program is available for both nonqualified and qualified annuities. The PN program also allows those who participated in a previous version of the PN program and who previously opted out of the transfer of their contract value to Portfolio Navigator funds to remain invested in accordance with a “static” PN program model portfolio investment option that is not subject to updating or reallocation. For more information on the static model portfolios, see “The static model portfolios” below.

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

1. Variable Portfolio – Aggressive Portfolio
2. Variable Portfolio – Moderately Aggressive Portfolio
3. Variable Portfolio – Moderate Portfolio

4. Variable Portfolio – Moderately Conservative Portfolio
5. Variable Portfolio – Conservative Portfolio

Each Portfolio Navigator fund is a fund of funds with the investment objective of seeking a high level of total return consistent with a certain level of risk, which it seeks to achieve by investing in various underlying funds. For additional information about the Portfolio Navigator funds' investment strategies, see the Funds' prospectus.

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

Beginning November 18, 2013, if you have selected one of the optional living benefit riders, as an alternative to the Portfolio Navigator funds in the PN program, we have made available to you additional new funds, known as Portfolio Stabilizer funds. **The Portfolio Stabilizer funds.** The following Portfolio Stabilizer funds currently available are:

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

[(1)] Available on or after Sept. 18, 2017.

Each Portfolio Stabilizer fund has an investment objective of pursuing total return while seeking to manage the Fund's exposure to equity market volatility. For additional information about the Portfolio Stabilizer funds' investment strategies, see the Funds' prospectuses.

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

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

If your contract does not include living benefit riders, you may not participate in the PN program, but you may choose to allocate your contract value to one or more of the Portfolio Navigator funds. Beginning May 1, 2015, you may also choose to allocate your contract value to one or more of the Portfolio Stabilizer funds.

You should review any PN program, Portfolio Navigator and Portfolio Stabilizer funds information, including Funds' prospectuses, carefully. Your financial advisor can provide you with additional information and can answer questions you may have on the PN program, Portfolio Navigator and Portfolio Stabilizer funds.

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

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

Investing in the Portfolio Stabilizer funds, the Portfolio Navigator funds and PN program static model portfolios (the Funds). You are responsible for determining which investment option is best for you. Currently, the PN program includes five Portfolio Navigator funds (and under the previous PN program, five static model portfolios investment options), with risk profiles ranging from conservative to aggressive in relation to one another. There are nine Portfolio Stabilizer funds currently available. If your contract includes a living benefit rider you may only invest in one Portfolio Navigator fund at a time. If your contract includes a living benefit rider and you invest in Portfolio Stabilizer fund, effective Sept. 18, 2017, you may invest in more than one Portfolio Stabilizer fund at a time. Your financial advisor can help you determine which investment option most closely matches your investing style, based on factors such as your investment goals, your tolerance for risk and how long you intend to invest. There is no guarantee that the investment option you select is appropriate for you based on your investment objectives and/or risk profile. We and Columbia Management are not responsible for your decision to select a certain investment option or your decision to transfer to a different investment option.

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

Before you decide to transfer contract value to one of the Portfolio Stabilizer funds, you and your financial advisor should carefully consider the following:

- Whether the Portfolio Stabilizer fund meets your personal investment objectives and/or risk tolerance.
- Whether you would like to continue to invest in a Portfolio Navigator fund. If you decide to transfer your contract value to a Portfolio Stabilizer fund, you permanently lose your ability to invest in any of the Portfolio Navigator funds if you have a living benefit rider. If you decide to no longer invest your contract value in the Portfolio Stabilizer funds, your only option will be to terminate your contract by requesting a full surrender. **Surrender charges and tax penalties may apply.**
- Whether the total expenses associated with an investment in a Portfolio Stabilizer fund is appropriate for you. For total expenses associated with the rider, you should consider not only the variation of the rider fee, but also the variation in fees among the various funds. You should also consider your overall investment objective, as well as how total fees and your selected fund's investment objective may impact the amount of any step up opportunities in the future.

If your contract includes a living benefit rider, you may request a change to your Fund selection up to four times per contract year by written request on an authorized form or by another method agreed to by us. If you make such a change, we may charge you a higher fee for your rider. However, an initial transfer from a Portfolio Navigator fund to a Portfolio Stabilizer fund will not count toward the limit of four transfers per year. If your contract includes a *SecureSource* or *SecureSource Flex* rider, we reserve the right to limit the number of changes if required to comply with the written instructions of a Fund (see "Market Timing"). If your contract includes the GWB for Life rider, *SecureSource* or *SecureSource Flex* rider or, we reserve the right to limit the number of investment options from which you can select, subject to state restrictions.

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

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

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

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

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

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

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

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

Living benefit riders requiring participation in the PN program or investing in the Portfolio Stabilizer funds:

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

Transferring Among Accounts

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

You may transfer contract value from any one subaccount or the regular fixed account to another subaccount before annuity payouts begin. For RAVA 4 Advantage and RAVA 4 Select contracts, certain restrictions apply to transfers involving the regular fixed account. For RAVA 4 Access contracts you cannot transfer to the regular fixed account. (Exception: RAVA 4 Access contract holders who remained invested in the static PN program model portfolio and have the regular fixed account included in the model portfolio selected.)

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

For transfer requests received in writing:

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

For transfer requests received by phone:

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

There is no charge for transfers. Before making a transfer, you should consider the risks involved in changing investments.

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

Transfer policies

For RAVA 4 Advantage and RAVA 4 Select

- Before annuity payouts begin, you may transfer contract values between the subaccounts. You may also transfer contract values from the subaccounts to the regular fixed account. However, if you made a transfer from the regular fixed account to the subaccounts, you may not make a transfer from any subaccount back to the regular fixed account for six months. We have reserved the right to limit transfers to the regular fixed account if the interest rate we are then currently crediting to the regular fixed account is equal to the minimum interest rate stated in the contract. You may not make a transfer to the Special DCA fixed account.

Effective on May 15, 2020, if the interest rate stated in your contract is 3%, transfers to the fixed account (if allowed under your contract), are limited so the amount of contract value transferred to the fixed account cannot result in the value of the fixed account being greater than 20% of the contract value. If the fixed account is currently 20% or more of the contract value, we will not accept any transfers to the fixed account.
If the fixed account is 20% or more of the contract value prior to May 15, 2020, you will not be required to transfer out of the fixed account. Additional transfers into the fixed account will not be allowed unless the value of the fixed account drops to less than 20% of the contract value.

- You may transfer contract values from the regular fixed account to the subaccounts once a year during a 31-day transfer period starting on each contract anniversary (except for automated transfers, which can be set up at any time for certain transfer periods subject to certain minimums). Currently, transfers out of the regular fixed account are limited to the greater of: a) 30% of the regular fixed account value at the beginning of the contract year, or b) the amount transferred out of the regular fixed account in the previous contract year, excluding any automated transfer amounts. Because of this limitation, it may take you several years to transfer all your contract value from the regular fixed account. You should carefully consider whether the regular fixed account meets your investment criteria before you invest.
- If we receive your request within 30 days before the contract anniversary date, the transfer from the regular fixed account to the subaccounts will be effective on the anniversary.
- If we receive your request on or within 30 days after the contract anniversary date, the transfer from the regular fixed account to the subaccounts will be effective on the valuation date we receive it.
- We will not accept requests for transfers from the regular fixed account at any other time.
- Once annuity payouts begin, you may not make transfers to or from the regular fixed account, but you may make transfers once per contract year among the subaccounts. During the annuity payout period, you cannot invest in more than five subaccounts at any one time unless we agree otherwise.

For RAVA 4 Access

- Before annuity payouts begin, you may transfer contract values between the subaccounts.
- You may not make a transfer to the regular fixed account. (Exception: RAVA 4 Access contract holders who remained invested in the static PN program model portfolio and have the regular fixed account included in the model portfolio selected.)
- You may not make a transfer to the Special DCA fixed account.
- Once annuity payouts begin, you may make transfers once per contract year among the subaccounts. During the annuity payout period, you cannot invest in more than five subaccounts at any one time unless we agree otherwise.

Market Timing

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

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

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

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

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

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

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

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

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

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

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

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

- Each Fund may restrict or refuse trading activity that the Fund determines, in its sole discretion, represents market timing.
- Even if we determine that your transfer activity does not constitute market timing under the market timing policies described above which we apply to transfers you make under the contract, it is possible that the underlying fund's market timing policies and procedures, including instructions we receive from a Fund, may require us to reject your transfer request. For example, we will attempt to execute transfers permitted under any asset allocation, dollar-cost averaging and asset rebalancing programs that may be described in this prospectus, we cannot guarantee that an underlying fund's market timing policies and procedures will do so. Orders we place to purchase Fund shares for the Variable Accounts are subject to acceptance by the Fund. We reserve the right to reject without prior notice to you any transfer request if the Fund does not accept our order.
- Each underlying fund is responsible for its own market timing policies, and we cannot guarantee that we will be able to implement specific market timing policies and procedures that a Fund has adopted. As a result, a Fund's returns might be adversely affected, and a Fund might terminate our right to offer its shares through the Variable Account.

- Funds that are available as investment options under the contract may also be offered to other intermediaries who are eligible to purchase and hold shares of the Fund, including without limitation, separate accounts of other insurance companies and certain retirement plans. Even if we are able to implement a Fund's market timing policies, we cannot guarantee that other intermediaries purchasing that same Fund's shares will do so, and the returns of that Fund could be adversely affected as a result.

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

How to Request a Transfer or Surrender

1 By letter

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

RiverSource Life Insurance Co. of New York
70500 Ameriprise Financial Center
Minneapolis, MN 55474

Minimum amount

Transfers or surrenders: $250 or entire account balance

Maximum amount

Transfers or surrenders: Contract value or entire account balance

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

2 By automated transfers and automated partial surrenders

Your financial advisor can help you set up automated transfers or partial surrenders among your subaccounts or regular fixed account.

You can start or stop this service by written request or other method acceptable to us. You must allow 30 days for us to change any instructions that are currently in place.

- Automated transfers to the regular fixed account or the Special DCA fixed account are not allowed.
- Automated surrenders may be restricted by applicable law under some contracts.
- You may not make additional systematic payments if automated partial surrenders are in effect.
- Automated partial surrenders may result in IRS taxes and penalties on all or part of the amount surrendered.
- The balance in any account from which you make an automated transfer or automated partial surrender must be sufficient to satisfy your instructions. If not, we will suspend your entire automated arrangement until the balance is adequate.
- If we must suspend your automated transfer or automated partial surrender arrangement for six months, we reserve the right to discontinue the arrangement in its entirety.
- If the PN program is in effect or if you have a *SecureSource* rider, *SecureSource Flex* rider, GWB for Life rider or Accumulation Benefit rider, you are not allowed to set up automated transfers except in connection with a Special DCA fixed account.
- If you have a *SecureSource* rider, *SecureSource Flex* rider or GWB for Life rider, you may set up automated partial surrenders up to the benefit amount available for withdrawal under the rider.

Minimum amount

Transfers or surrenders: $50

Maximum amount

Transfers or surrenders: None (except for automated transfers from the regular fixed account)

3 By telephone

Call:
1-800-541-2251

Minimum amount

Transfers or surrenders:	$250 or entire account balance

Maximum amount

Transfers:	Contract value or entire account balance
Surrenders:	$50,000

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

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

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

Surrenders

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

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

For surrender requests received in writing:

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

For surrender requests received by phone:

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

You may have to pay a contract administrative charge, surrender charges, or any applicable optional rider charges (see “Charges”). Federal income taxes and penalties as well as state and local income taxes may apply (see “Taxes”). You cannot take surrenders after annuity payouts begin except under Plan E (see “The Annuity Payout Period – Annuity Payout Plans”).

Any partial surrender you take under the contract will reduce your contract value. As a result, the value of your death benefit or any optional benefits you have elected also will be reduced. If you have elected the GWB for Life rider or *SecureSource* rider and your partial surrenders in any contract year exceed the permitted surrender amount under the terms of the GWB for Life rider or *SecureSource* rider, your benefits under the rider may be reduced. If you have elected the *SecureSource Flex* rider, please consider carefully when you take surrenders. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time. Also, if you withdraw more than the allowed withdrawal amount in a contract year under the *SecureSource Flex* rider (“excess withdrawal”), the guaranteed amounts under the rider may be reduced. It is also important to understand that the basic benefit and the lifetime benefit guarantees could be different values. Taking income under one of the guarantees could adversely impact the value of the other. (see “Optional Benefits”). Any partial surrender request that exceeds the amount allowed under the riders and impacts the guarantees provided, will not be considered in good order until we receive a signed Benefit Impact Acknowledgement form showing the projected effect of the surrender on the rider benefits or a verbal acknowledgement that you understand and accept the impacts that have been explained to you. In addition, surrenders you are required to take to satisfy the RMDs under the Code may reduce the value of certain death benefits and optional benefits (see “Taxes – Qualified Annuities – Required Minimum Distributions”).

Surrender Policies

If you have a balance in more than one account and you request a partial surrender, we will withdraw money from all your subaccounts and/or the regular fixed account, in the same proportion as your value in each account correlates to your total contract value, unless you request otherwise. We will not withdraw money from any Special DCA fixed account you may have, unless insufficient amounts are available from your subaccounts and/or regular fixed account. However, you may specifically request surrenders from a Special DCA fixed account. If you elected a SecureSource rider, the minimum contract value is zero and you do not have the option to request from which account to surrender.

Receiving Payment

1 By regular or express mail

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

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

2 By electronic payment

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

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

NOTE: We will charge you a fee if you request that payment be wired to your bank. For instructions, please contact your financial advisor.

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

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

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

TSA — Special Provisions

Participants in Tax-Sheltered Annuities

If the contract is intended to be used in connection with an employer sponsored 403(b) plan, additional rules relating to this contract can be found in the annuity endorsement for tax sheltered 403(b) annuities. Unless we have made special arrangements with your employer, the contract is not intended for use in connection with an employer sponsored 403(b) plan that is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In the event that the employer either by affirmative election or inadvertent action causes contributions under a plan that is subject to ERISA to be made to this contract, we will not be responsible for any obligations and requirements under ERISA and the regulations thereunder, unless we have prior written agreement with the employer. You should consult with your employer to determine whether your 403(b) plan is subject to ERISA.

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

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

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

- Distributions attributable to salary reduction contributions (plus earnings) made after Dec. 31, 1988, or to transfers or rollovers from other contracts, may be made from the TSA only if:
  - you are at least age 59½;
  - you are disabled as defined in the Code;
  - you severed employment with the employer who purchased the contract;
  - the distribution is because of your death;
  - the distribution is due to plan termination;
  - you are a qualifying military reservist;
  - you are terminally ill as defined in the Code;
  - you are adopting or are having a baby;
  - you are supplying Personal or Family Emergency Expense;
  - you are a Domestic Abuse Victim: or
  - you are in need to cover Expenses and losses on account of a FEMA declared disaster.
- If you encounter a financial hardship (as provided by the Code), you may be eligible to receive a distribution of all contract values attributable to salary reduction contributions made after Dec. 31, 1988, but not the earnings on them.
- Even though a distribution may be permitted under the above rules, it may be subject to IRS taxes and penalties (see "Taxes").
- The above restrictions on distributions do not affect the availability of the amount credited to the contract as of Dec. 31, 1988. The restrictions also do not apply to transfers or exchanges of contract value within the contract, or to another registered variable annuity contract or investment vehicle available through the employer.
- If the contract has a loan provision, the right to receive a loan is described in detail in your contract. Loans will not be available if you have selected the GWB for Life, *SecureSource* or Accumulation Benefit rider.

Changing Ownership

You may change ownership of your nonqualified annuity at any time by completing a change of ownership form we approve and sending it to our Service Center. If you are a natural person and you own a nonqualified annuity, you may change the annuitant or successor annuitant if the request is made before annuity payments begin and while the existing annuitant is living. The change will become binding on us when we receive and record it. We will honor any change of ownership request received in good order that we believe is authentic and we will use reasonable procedures to confirm authenticity. If we follow these procedures, we will not take any responsibility for the validity of the change.

Please consider carefully whether or not you wish to change ownership of your nonqualified annuity if you have elected the MAV, 5-Year MAV, ROPP, Accumulation Benefit, GWB for Life or *SecureSource* riders. If you change ownership of your contract, we will terminate the ROPP. In addition, the terms of the MAV and the 5-Year MAV will change due to a change of ownership. If the new owner is older than age 75, the MAV and the 5-Year MAV will terminate. If the MAV or the 5-Year MAV on the date of ownership change is greater than the account value on the date of the ownership change, we will set the MAV or the 5-Year MAV equal to the account value. Otherwise, the MAV or the 5-Year MAV value will not change due to a change in ownership. The Accumulation Benefit rider, the GWB for Life or *SecureSource* – Single Life rider will continue upon change of ownership. The *SecureSource* – Joint Life rider, if selected, only allows transfer of the ownership of the annuity contract between covered spouses or their revocable trust(s). If ownership is transferred from a covered spouse to their revocable trust(s), the annuitant must be one of the covered spouses. For *SecureSource* rider and GWB for Life rider, any ownership change that impacts the guarantees provided will not be considered in good order until we receive a signed Benefit Impact Acknowledgement form showing the projected effect of the ownership change on the rider benefits or a verbal acknowledgement that you understand and accept the impacts that have been explained to you. No other ownership changes are allowed while this rider is in force. Please see the descriptions of these riders in "Optional Benefits."

The rider charges described in "Charges" will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force) for any rider that continues after a change of ownership. We reserve the right to assess charges for the number of days the rider was in force for any rider that is terminated due to a change of ownership.

For the *SecureSource Flex* – Single Life rider, if there is a change of ownership and the covered person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the covered person would be different, the rider terminates. Effective May 1, 2016, you cannot add a joint owner or a joint annuitant.

For the *SecureSource Flex* – Joint Life rider, the rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and is one of the covered spouses, or a non-natural owner holding for the sole benefit of one or both covered spouses (e.g., an individual ownership changed to a personal revocable trust.).

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

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

Benefits Available Under the Contract

The following table summarizes information about the benefits available under the Contract.

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Standard Benefits *(no additional charge)*				
Dollar Cost Averaging	Allows the systematic transfer of a specified dollar amount among the subaccounts or from the regular fixed account to one or more eligible subaccounts	N/A	N/A	• Not allowed to the regular fixed account or the Special DCA fixed account • Not allowed if the PN program is in effect, except in connection with the Special DCA fixed account • Not available with a living benefit
Special Dollar Cost Averaging (SDCA)	Allows the systematic transfer from the Special DCA fixed account to one or more eligible subaccounts	N/A	N/A	• Must be funded with a purchase payment of at least $10,000, not transferred contract value • Only 6-month option available • Transfers occur on a monthly basis and the first monthly transfer occurs seven days after we receive your purchase payment • You may not use the regular fixed account or the Special DCA fixed account as a destination for the Special DCA monthly transfer. Certain exceptions apply
Asset Rebalancing	Allows you to have your investments periodically rebalanced among the subaccounts to your pre-selected percentages	N/A	N/A	• You must have $2,000 in Contract Value to participate. • We require 30 days notice for you to change or cancel the program • You can request rebalancing to be done either quarterly, semiannually or annually • Other restrictions may apply under the Portfolio Navigator Program
Portfolio Navigator (PN) Program and Portfolio Stabilizer funds	Your contract value is allocated to the PN program investment options or Portfolio Stabilizer funds	N/A	N/A	• Required for contracts with living benefit riders

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Automated Partial Surrenders/ Systematic Withdrawals	Allows automated partial surrenders from the contract	N/A	N/A	• Additional systematic payments are not allowed with automated partial surrenders • For contracts with a *SecureSource* rider, *SecureSource Flex* rider or GWB for Life rider, you may set up automated partial surrenders up to the benefit available for withdrawals under the rider • May result in income taxes on all or a portion of amounts surrendered
Nursing Home or Hospital Confinement	Allows you to withdraw contract value without a surrender charge	N/A	N/A	• You must be under the age 76 on the contract issue date and the confinement must start after the contract issue date • You must be confined to a hospital or nursing home for the prior 60 days • Amount withdrawn must be paid directly to you
Terminal Illness	Allows you to withdraw contract value without a surrender charge	N/A	N/A	• You must be under the age 76 on the date the contract was issued • Must be terminally ill and not expected to live more than 12 months; a licensed physician certifies to your illness, life expectancy and the date the terminal illness was initially diagnosed • Amount withdrawn must be paid directly to you

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
Standard Death Benefit (available for contract owners age 75 and younger)	Provides a guaranteed death benefit equal to the greater of Contract Value less Purchase Payment Credits subject to reversal, less any applicable rider charges, or purchase payments minus adjusted partial surrenders	N/A	N/A	• Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals, and such reductions could be significant • Annuitizing the Contract terminates the benefit • Contract Value is reduced by the unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges • When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments
Standard Death Benefit (available if any contract owner is age 76 and older)	Provides a minimum death benefit equal to the Contract Value less any Purchase Payment Credits subject to reversal and any applicable rider charges	N/A	N/A	• Annuitizing the Contract terminates the benefit • Contract Value is reduced by the unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges • When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
		Optional Benefits		
ROPP Death Benefit	Increases the guaranteed death benefit to the greater of the Contract Value, less any applicable rider charges, and Purchase Payment Credits subject to reversal minus adjusted partial surrenders	0.30% of contract value in the variable account	0.20%	• Available if any owner is age 76 and older • Must be elected at contract issue • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals, and such reductions could be significant • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced by the unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
MAV Death Benefit	Increases the guaranteed death benefit to the highest anniversary contract value, adjusted for any partial surrenders	0.35% of contract value in the variable account	0.25%	• Available to owners age 75 and younger • Must be elected at contract issue • No longer eligible to increase on any contract anniversary on/after your 81st birthday. • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant. • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced bythe unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
5-year MAV Death Benefit	Increases the guaranteed death benefit to the highest 5th anniversary contract value, adjusted for any partial surrenders	0.20% of contract value in the variable account	0.10%	• Available to owners age 75 and younger • Must be elected at contract issue • No longer eligible to increase on any contract anniversary on/after your 81st birthday • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced bythe unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
SecureSource Flex	Provides two income options, regardless of investment performance - a lifetime income guarantee beginning at a certain age that lasts as long as you live or a principal back guarantee option that is available at any time, but is not guaranteed for life	***Single Life:*** 2.00% of contract value or the Remaining Benefit Amount, whichever is greater ***Joint Life:*** 2.50% of contract value or the Remaining Benefit Amount, whichever is greater	***Single Life:*** 0.95% ***Joint Life:*** 1.10%	• Not available for RAVA 4 Access contract • Available to owners age 80 or younger • Must be elected at contract issue • Available as a Single Life or Joint Life option • Not available under an inherited qualified annuity • Subject to Investment Allocation restrictions • Certain withdrawals could significantly reduce the guaranteed amounts under the rider and the rider will terminate if the contract value goes to zero due to an excess withdrawal • Withdrawals during the 3-year waiting period will set your benefits to zero until the end of the waiting period when they will be reestablished based on your contract value at that time • Limitations on additional purchase payments
Guarantor Withdrawal Benefit for Life (GWB for Life) Rider	Provides two income options, regardless of investment performance - a lifetime income guarantee beginning at certain age that lasts as long as you live or a principal back guarantee option that is available at any time, but is not guaranteed for life	1.50% of contract value or the Remaining Benefit Amount, whichever is greater	Varies by issue date, elective step up date and the fund selected	• Not available for RAVA 4 Access contract • Available to owners age 80 or younger • Must be elected at contract issue • Not available under an inherited qualified annuity • Subject to Investment Allocation restrictions • Certain withdrawals could significantly reduce the guaranteed amounts under the rider and the rider will terminate if the contract value goes to zero due to an excess withdrawal • Limitations on additional purchase payments

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/ Limitations
***SecureSource* rider**	Provides two income options, regardless of investment performance - a lifetime income guarantee beginning at certain age that lasts as long as you live or a principal back guarantee option that is available at any time, but is not guaranteed for life	Contracts issued after 1/26/ 2009:***Single Life:*** 2.00% ***Joint Life:*** 2.00% of contract value or the Remaining Benefit Amount, whichever is greater Contracts issued prior to 1/26/ 2009:***Single Life:*** 1.50% ***Joint Life:*** 1.50% of contract value or the Remaining Benefit Amount, whichever is greater	Varies by issue date, elective step up date and the fund selected	• Not available for RAVA 4 Access contract • Available to owners age 80 or younger • Must be elected at contract issue • Available as a Single Life or Joint Life option • Not available under an inherited qualified annuity • Subject to Investment Allocation restrictions • Certain withdrawals could significantly reduce the guaranteed amounts under the rider and the rider will terminate if the contract value goes to zero due to an excess withdrawal contract value at that time • Limitations on additional purchase payments
Guaranteed Minimum Accumulation Benefit (Accumulation Benefit) rider	Provides 100% of initial investment or 80% of highest contract anniversary value (adjusted for partial surrenders) at the end of 10 year waiting period, regardless of investment performance	2.50% of contract value or the Minimum Contract Accumulation Value, whichever is greater	Varies by issue date, elective step up date and fund selected	• Available to owners age 80 or younger • Must be elected at contract issue • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant • The rider ends when the Waiting Period expires • Limitations on additional purchase payments • Subject to Investment Allocation restrictions • Elective Step ups restart the Waiting Period

Benefits in Case of Death — Standard Death Benefit

We will pay the death benefit to your beneficiary upon your death if you die before the settlement date while this contract is in force. If a contract has more than one person as the owner, we will pay benefits upon the first to die of any owner.

If you are age 75 or younger on the date we issue the contract, the beneficiary receives the greater of:

- contract value, less any purchase payment credits subject to reversal, if applicable, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders.

If you are age 76 or older on the date we issue the contract, the beneficiary receives the contract value, less any purchase payment credits subject to reversal, if applicable, less any applicable rider charges.

$$\textbf{Adjusted partial surrenders} = \frac{\textbf{PS} \times \textbf{DB}}{\textbf{CV}}$$

PS = amount by which the contract value is reduced as a result of the partial surrender.
DB = the death benefit on the date of (but prior to) the partial surrender.
CV = the contract value on the date of (but prior to) the partial surrender.

Example of standard death benefit calculation when you are age 75 or younger on the contract effective date:

- You purchase the contract with a payment of $20,000.
- During the second contract year the contract value falls to $18,000, at which point you take a $1,500 partial surrender, leaving a contract value of $16,500.

We calculate the death benefit as follows:

Total purchase payments	$ 20,000
minus adjusted partial surrenders, calculated as:	
$\frac{\$1,500 \times \$20,000}{\$18,000} =$	—1,667
for a standard death benefit of:	$ 18,333
since this is greater than your contract value of $16,500	

Example of standard death benefit calculation when you are age 76 or older on the contract effective date:

- You purchase the contract with a payment of $20,000.
- During the second contract year the contract value falls to $18,000, at which point you take a $1,500 partial surrender leaving a contract value of $16,500.

We calculate the death benefit to be $16,500.

If You Die Before Your Settlement Date

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

Nonqualified annuities

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

- If your spouse was age 75 or younger as of the date we issued the contract, the beneficiary of your spouse's contract receives the greater of:
  - contract value, less any purchase payment credits subject to reversal, if applicable, less any applicable rider charges; or
  - purchase payments minus adjusted partial surrenders.

If your spouse was age 76 or older as of the date we issued the contract, the beneficiary of your spouse's contract receives the contract value, less any purchase payment credits subject to reversal, if applicable, less any applicable rider charges.

If you elected any optional contract features or riders, your spouse and the new annuitant (if applicable) will be subject to all limitations and/or restrictions of those features or riders. The SecureSource – Joint Life rider, if selected, will continue only if the spouse electing the spousal continuation provision of the contract is a covered spouse and continues the contract as the new owner.

The SecureSource Flex – Joint Life rider, if selected, will continue only if the spouse electing the spousal continuation provision of the contract is a covered spouse and continues the contract as the new owner. The SecureSource Flex – Single Life rider terminates if a spouse chooses to continue the contract under the spousal continuation provision.

We will not waive surrender charges on contracts continued under the spousal continuation provision.

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

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

Additionally, the optional SecureSource rider, if selected, will terminate.

Qualified annuities

The information below has been revised to reflect proposed regulations issued by the Internal Revenue Service that describe the requirements for required minimum distributions when a person or entity inherit assets held in an IRA, 403(b) or qualified retirement plan. This proposal is not final and may change. Contract owners are advised to work with a tax professional to understand their required minimum distribution obligations under the proposed regulations and federal law. The proposed regulations can be found in the Federal Register, Vol. 87, No. 37, dated Thursday, February 24, 2022.

- **Spouse beneficiary:** If you have not elected an annuity payout plan, and if your spouse is the sole beneficiary, your spouse may either elect to treat the contract as his/her own, so long as he or she is eligible to do so, with the contract value equal to the death benefit that would otherwise have been paid or elect an annuity payout plan or another plan agreed to by us. If your spouse elects a payout plan, the payouts must begin no later than the year in which you would have reached age 73. If you attained age 73 at the time of death, payouts must begin no later than Dec. 31 of the year following the year of your death.

  If your spouse was age 75 or younger as of the date we issued the contract, the beneficiary of your spouse's contract receives the greater of:

  - contract value, less any purchase payment credits subject to reversal, if applicable, less any applicable rider charges; or
  - purchase payments minus adjusted partial surrenders.

  If your spouse was age 76 or older as of the date we issued the contract, the beneficiary of your spouse's contract receives the contract value, less any purchase payment credits subject to reversal, if applicable, less any applicable rider charges.

  If you elected any optional contract features or riders, your spouse and the new annuitant (if applicable) will be subject to all limitations and/or restrictions of those features or riders. The SecureSource – Joint Life rider, if selected, will continue only if the spouse electing the spousal continuation provision of the contract is a covered spouse and continues the contract as the new owner. The SecureSource Flex – Joint Life rider, if selected, will continue only if the spouse electing the spousal continuation provision of the contract is a covered spouse and continues the contract as the new owner. The SecureSource Flex – Single Life rider terminates if a spouse chooses to continue the contract under the spousal continuation provision. If your spouse is the sole beneficiary and elects to treat the contract as his/her own as an inherited IRA, the *SecureSource* series rider will terminate.

  We will not waive surrender charges on contracts continued under the spousal continuation provision.

- **Non-spouse beneficiary:** If you have not elected an annuity payout plan, and if death occurs on or after Jan. 1, 2020, the beneficiary is required to withdraw his or her entire inherited interest by December 31 of the 10^{th} year following your date of death unless they qualify as an "eligible designated beneficiary." Your beneficiary may be required to take distributions during the 10-year period if you died after your Required Beginning Date, as defined under the Code. Eligible designated beneficiaries may continue to take proceeds out over your life expectancy if you died prior to your Required Beginning Date or over the greater of your life expectancy or their life expectancy if you died after your Required Beginning Date. Eligible designated beneficiaries include:

  - the surviving spouse;
  - a lawful child of the owner under the age of 21 (remaining amount must be withdrawn by the earlier of the end of the year the minor turns 31 or end of the 10th year following the minor's death);
  - disabled within the meaning of Code section 72(m)(7);
  - chronically ill within the meaning of Code section 7702B(c)(2);
  - any other person who is not more than 10 years younger than the owner.

  However, non-natural beneficiaries, such as estates and charities, are subject to a five-year rule to distribute the IRA if you died prior to your Required Beginning Date.

We will pay the beneficiary in a single sum unless the beneficiary elects to receive payouts under a payout plan available under this contract and:

- the beneficiary elects in writing, and payouts begin, no later than one year following the year of your death; and
- the payout period does not extend beyond December 31 of the 10th year following your death or the applicable life expectancy for an eligible designated beneficiary.
- **Spouse and Non-spouse beneficiary:** If a beneficiary elects an alternative payment plan which is an inherited IRA, all optional death benefits and living benefits will terminate. The beneficiary must submit the applicable investment options form. No additional purchase payments will be accepted. The death benefit payable on the death of the beneficiary is the greater of the contract value and the Full Surrender Value; the mortality and expense risk fee will be the same as is applicable to the Standard Death Benefit.
- **Annuity payout plan:** If you elect an annuity payout plan, the payouts to your beneficiary may continue depending on the annuity payout plan you elect, subject to adjustment to comply with the IRS rules and regulations.

HOW WE HANDLE CONTRACTS UNDER UNCLAIMED PROPERTY LAWS

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

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

For nonqualified deferred annuities, non-spousal death benefits are generally required to be distributed and taxed within five years from the date of death of the owner.

Optional Benefits

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

Optional Death Benefits

Return of Purchase Payments Death Benefit (ROPP)

The ROPP is intended to provide additional death benefit protection in the event of fluctuating fund values. This is an optional benefit that you may select for an additional annual charge (see "Charges"). If you die before annuity payouts begin while this contract is in force, we will pay the beneficiary the greater of:

- contract value, less the unamortized portion of any purchase payment credits applied within 12 months of the date of death (for contracts purchased before Oct. 5, 2008), if applicable, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders.

$$\textbf{Adjusted partial surrenders for the ROPP death benefit} = \frac{\textbf{PS} \times \textbf{DB}}{\textbf{CV}}$$

PS = the amount by which the contract value is reduced as a result of the partial surrender.
DB = the death benefit on the date of (but prior to) the partial surrender.
CV = the contract value on the date of (but prior to) the partial surrender.

If you are age 76 or older at contract issue, you may choose to add the ROPP to your contract. Generally, you must elect the ROPP at the time you purchase your contract and your rider effective date will be the contract issue date. In some instances the rider effective date for the ROPP may be after we issue the contract according to terms determined by us and at our sole discretion. We reserve the right to discontinue offering the ROPP for new contracts.

When annuity payouts begin, or if you terminate the contract for any reason other than death, this rider will terminate.

Terminating the ROPP

- You may terminate the ROPP rider within 30 days of the first rider anniversary.
- You may terminate the ROPP rider within 30 days of any rider anniversary beginning with the seventh rider anniversary.
- The ROPP rider will terminate when you make a full surrender from the contract or when annuity payouts begin.

If you terminate the ROPP, the standard death benefit applies thereafter.

For an example, see Appendix C.

If your spouse is the sole beneficiary, he or she may keep the contract as owner with the contract value equal to the death benefit that would otherwise have been paid under the ROPP. To do this your spouse must, on the date our claim requirements are fulfilled, give us written instructions to keep the contract in force. If your spouse was age 76 or older as of the date we issued the contract, he or she may choose to continue the ROPP. In that case, the ROPP rider charges described in “Charges — ROPP Rider Fee” will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the ROPP rider. Your spouse also has the option of discontinuing the ROPP rider within 30 days of the date he or she elects to continue the contract. If your spouse is age 75 or younger as of the date we issued the contract, the ROPP will terminate.

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

NOTE: For special tax considerations associated with the ROPP, see “Taxes.”

Maximum Anniversary Value Death Benefit (MAV)

The MAV is intended to provide additional death benefit protection in the event of fluctuating fund values. This is an optional benefit that you may select for an additional annual charge (see “Charges”). The MAV does not provide any additional benefit before the first contract anniversary after the rider effective date. The MAV may be of less value if you are older since we stop resetting the maximum anniversary value at age 81. Although we stop resetting the maximum anniversary value at age 81, the MAV rider charge continues to apply until the rider terminates. In addition, the MAV does not provide any additional benefit with respect to fixed account or Special DCA fixed account values during the time you have amounts allocated to these accounts. Be sure to discuss with your financial advisor whether or not the MAV is appropriate for your situation.

If you are age 75 or younger at contract issue, you may choose to add the MAV to your contract. Generally, you must elect the MAV at the time you purchase your contract and your rider effective date will be the contract issue date. In some instances the rider effective date for the MAV may be after we issue the contract according to terms determined by us and at our sole discretion. We reserve the right to discontinue offering the MAV for new contracts.

On the first contract anniversary after the rider effective date we set the maximum anniversary value equal to the highest of your (a) current contract value, or (b) total purchase payments minus adjusted partial surrenders. Every contract anniversary after that, through age 80, we compare the previous anniversary’s maximum anniversary value plus subsequent purchase payments less subsequent adjusted partial surrenders to the current contract value and we reset the maximum anniversary value to the higher of these values. We stop resetting the maximum anniversary value at age 81. However, we continue to add subsequent purchase payments and subtract adjusted partial surrenders from the maximum anniversary value.

If you die before annuity payouts begin while this contract is in force, we will pay the beneficiary the greatest of:

- contract value, less the unamortized portion of any purchase payment credits applied within 12 months (for contracts purchased before Oct. 5, 2008), if applicable, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders; or
- the maximum anniversary value as calculated on the most recent contract anniversary plus subsequent purchase payments made to the contract minus adjustments for partial surrenders since that contract anniversary.

Terminating the MAV

- You may terminate the MAV rider within 30 days of the first contract anniversary after the rider effective date.

- You may terminate the MAV rider within 30 days of any contract anniversary beginning with the seventh contract anniversary.
- The MAV rider will terminate when you make a full surrender from the contract or when annuity payouts begin.
- The MAV rider will terminate in the case of spousal continuation or ownership change if the new owner is age 76 or older.

If you terminate the MAV, the standard death benefit applies.

For an example, see Appendix C.

In general, if your spouse is the sole beneficiary, your spouse may choose to continue the contract as the contract owner. The contract value will be equal to the death benefit that would otherwise have been paid under the MAV. To do this your spouse must give us written instructions to keep the contract in force on the date our death claim requirements are fulfilled. If your spouse has reached age 76 at the time he or she elects to continue the contract, the MAV rider will terminate. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract, he or she may choose to continue the MAV rider. In this case, the rider charges described in “Charges” will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the MAV rider. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract and chooses not to continue the MAV rider, the contract value will be increased to the MAV death benefit amount if it is greater than the contract value on the death benefit valuation date.

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

Maximum Five Year Anniversary Value Death Benefit (5-Year MAV)

The 5-Year MAV is intended to provide additional death benefit protection in the event of fluctuating fund values. This is an optional benefit that you may select for an additional annual charge (see “Charges”). The 5-Year MAV does not provide any additional benefit before the fifth contract anniversary after the rider effective date. The 5-Year MAV may be of less value if you are older since we stop resetting the maximum five year anniversary value at age 81. Although we stop resetting the maximum five year anniversary value at age 81, the 5-Year MAV rider charge continues to apply until the rider terminates. In addition, the 5-Year MAV does not provide any additional benefit with respect to regular fixed account or Special DCA fixed account values during the time you have amounts allocated to these accounts. Be sure to discuss with your financial advisor whether or not the 5-Year MAV is appropriate for your situation.

If you are age 75 or younger at contract issue, you may choose to add the 5-Year MAV to your contract. Generally, you must elect the 5-Year MAV at the time you purchase your contract and your rider effective date will be the contract issue date. In some instances the rider effective date for the 5-Year MAV may be after we issue the contract according to terms determined by us and at our sole discretion. We reserve the right to discontinue offering the 5-Year MAV for new contracts.

On the fifth contract anniversary after the rider effective date we set the maximum five year anniversary value equal to the highest of your (a) current contract value, or (b) total purchase payments minus adjusted partial surrenders. Thereafter, we increase the maximum anniversary value by any additional purchase payments and reduce it by adjusted partial surrenders. Every fifth contract anniversary after that, through age 80, we compare the maximum five year anniversary value to the current contract value and we reset the maximum five year anniversary value to the higher amount.

If you die before annuity payouts begin while this contract is in force, we will pay the beneficiary the greatest of:

- contract value, less the unamortized portion of any purchase payment credits applied within 12 months (for contracts purchased before Oct. 5, 2008), if applicable, less any applicable rider charges; or
- purchase payments minus adjusted partial surrenders; or
- the maximum five year anniversary value.

Terminating the 5-Year MAV

- You may terminate the 5-Year MAV rider within 30 days of the first rider anniversary.
- You may terminate the 5-Year MAV rider within 30 days of any rider anniversary beginning with the seventh rider anniversary.
- The 5-Year MAV rider will terminate when you make a full surrender from the contract or when annuity payouts begin.
- The 5-Year MAV rider will terminate in the case of spousal continuation or ownership change if the new owner is age 76 or older.

If you terminate the 5-Year MAV, the standard death benefit applies thereafter.

For an example, see Appendix C.

In general, if your spouse is the sole beneficiary, your spouse may choose to continue the contract as the contract owner. The contract value will be equal to the death benefit that would otherwise have been paid under the 5-Year MAV. To do this your spouse must on the date our death claim requirements are fulfilled, give us written instructions to keep the contract in force. If your spouse has reached age 76 at the time he or she elects to continue the contract, the 5-Year MAV rider will terminate. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract, he or she may choose to continue the 5-Year MAV rider. In this case, the rider charges described in "Charges" will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the 5-Year MAV rider. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract and if he or she chooses not to continue the 5-Year MAV rider, the contract value will be increased to the 5-Year MAV death benefit amount if it is greater than the contract value on the death benefit valuation date.

When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments.

Optional Living Benefits

SecureSource Flex Rider

The *SecureSource Flex* riders are not available for RAVA 4 Access.
This is an optional benefit that you can add to your contract for an additional charge. The benefit is intended to provide to you, after the waiting period, a specified withdrawal amount annually for life, even if your contract value is zero, subject to the terms and provisions described in this section. The *SecureSource Flex* rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time. This benefit is intended for assets you plan to hold and let accumulate for at least three years. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time.

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

- *SecureSource Flex* — Single Life; or
- *SecureSource Flex* — Joint Life.

The information in this section applies to both Secure Source Flex riders, unless otherwise noted. For the purpose of this rider, the term "withdrawal" is equal to the term "surrender" in the contract or any other riders. Withdrawals will adjust contract values and benefits in the same manner as surrenders.

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

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

- you purchase your contract on or after Nov. 9, 2009; and
- ***Single Life:*** you are 80 or younger on the date the contract is issued or if an owner is a non-natural person, then the annuitant is age 80 or younger; or
- ***Joint Life:*** you and your spouse are 80 or younger on the date the contract is issued.

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

The *SecureSource Flex* rider guarantees that after the waiting period, regardless of the investment performance of your contract, you will be able to withdraw up to a certain amount each year from the contract before the annuity payouts begin until:

- ***Single Life:*** until death (see "At Death" heading below) or until the depletion of the basic benefit.
- ***Joint Life:*** until the death of the last surviving covered spouse (see "Joint Life only: Covered Spouses" and "At Death" headings below) or until the depletion of the basic benefit.

KEY TERMS
The key terms associated with the *SecureSource Flex* rider are:

Annual Lifetime Payment (ALP): the lifetime benefit amount available each contract year after the waiting period and until your death (***Joint Life***: the death of both covered spouses) or termination of the rider. After the waiting period, the annual withdrawal amount guaranteed by the rider can vary each contract year. The maximum ALP is $300,000.

Annual Lifetime Payment Attained Age (ALPAA): the age at which the lifetime benefit is established.

Guaranteed Benefit Amount (GBA): the total cumulative withdrawals guaranteed by the rider under the basic benefit. The maximum GBA is $5,000,000. The GBA cannot be withdrawn or annuitized and is not payable as a death benefit. It is an interim value used to calculate the amount available for withdrawals each year after the waiting period under the basic benefit (see "Guaranteed Benefit Payment" below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

Guaranteed Benefit Payment (GBP): the basic benefit amount available each contract year after the waiting period until the RBA is reduced to zero. After the waiting period the annual withdrawal amount guaranteed by the rider can vary each contract year.

Remaining Annual Lifetime Payment (RALP): as you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. The RALP is the lifetime benefit amount that can be withdrawn during the remainder of the current contract year.

Remaining Benefit Amount (RBA): each withdrawal you make reduces the amount that is guaranteed by the rider for future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract's life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is $5,000,000.

Remaining Benefit Payment (RBP): as you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. The RBP is the basic benefit amount that can be withdrawn during the remainder of the current contract year.

Waiting period: the period of time before you can take a withdrawal without affecting benefits under the rider. The waiting period starts on the rider effective date and ends on the day prior to the third rider anniversary.

Withdrawal Adjustment Base (WAB): one of the components used to determine the GBP Percentage and ALP Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Withdrawal: the amount by which your contract value is reduced as a result of any withdrawal request. It may differ from the amount of your request due to any surrender charge.

DESCRIPTION OF THE SECURESOURCE FLEX RIDER

Before the lifetime benefit is established, the annual withdrawal amount guaranteed by the riders after the waiting period is the basic benefit amount. After the lifetime benefit is established and after the waiting period, the riders guarantee that you have the option each contract year to cumulatively withdraw an amount up to the lifetime benefit amount or the basic benefit amount, but the riders do not guarantee withdrawal of both in a contract year.

The lifetime withdrawal benefit is established automatically:

- ***Single Life:*** on the rider anniversary date after the covered person reaches age 65, or on the rider effective date if the covered person is age 65 or older on the rider effective date (see "Annual Lifetime Payment Attained Age (ALPAA)" heading below);
- ***Joint Life:*** on the rider anniversary date after the younger covered spouse reaches age 67, or on the rider effective date if the younger covered spouse is age 67 or older on the rider effective date (see "Annual Lifetime Payment Attained Age (ALPAA)" and "Annual Lifetime Payments (ALP)" headings below).

The basic benefit amount and the lifetime benefit amount can vary based on the relationship of your contract value to the Withdrawal Adjustment Base (WAB). When the first withdrawal is taken each contract year after the waiting period, the percentages used to determine the benefit amounts are set and fixed for the remainder of that year.

If you withdraw less than the allowed withdrawal amount in a contract year, the unused portion cannot be carried over to the next year.

If you withdraw more than the allowed withdrawal amount in a contract year, we call this an "excess withdrawal" under the rider. Excess withdrawals trigger an adjustment of a benefit's guaranteed amount, which may cause it to be reduced (see "GBA Excess Withdrawal Processing," "RBA Excess Withdrawal Processing," and "ALP Excess Withdrawal Processing" headings below).

Please note that basic benefit and lifetime benefit each has its own definition of the allowed annual withdrawal amount. Therefore a withdrawal may be considered an excess withdrawal for purposes of the lifetime benefit only, the basic benefit only, or both.

At any time after the waiting period, as long as your withdrawal does not exceed the greater of the basic benefit amount or the lifetime benefit amount, if established, you will not be assessed a surrender charge. If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see "Charges — Surrender Charges"). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. We pay you the amount you request. Any withdrawals you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full withdrawal, you will receive the remaining contract value less any applicable charges (see “Making the Most of Your Contract — Surrenders”).

Subject to conditions and limitations, an annual step-up can increase the basic benefit amount and the lifetime benefit amount, if your contract value has increased on a rider anniversary. Any amount we pay in excess of your contract value is subject to our financial strength and claims-paying ability.

The values associated with the basic benefit are GBA, RBA, GBP and RBP. The values associated with the lifetime benefit are ALP and RALP. ALP and GBP are similar in that they are the annual withdrawal amount for each benefit after the waiting period. RALP and RBP are similar in that they are the remaining amount that can be withdrawn during the current contract year for each benefit.

IMPORTANT *SECURESOURCE FLEX* RIDER CONSIDERATIONS

You should consider whether a *SecureSource Flex* rider is appropriate for you taking into account the following considerations:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Benefit Limitations:** The lifetime benefit is subject to certain limitations, including but not limited to:
  - (a) ***Single Life:*** Once the contract value equals zero, payments are made for as long as the covered person is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the first death of any owner even if the covered person is still living (see “At Death” heading below). Therefore, if there are multiple contract owners, the lifetime benefit will terminate when one of the contract owners dies even though other contract owners are still living

    Joint Life: Once the contract value equals zero, payments are made for as long as either covered spouse is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the death of the last surviving covered spouse (see “At Death” heading below).
  - (b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If both the ALP and the contract value are zero, the lifetime benefit will terminate.
  - (c) When the lifetime benefit is first established the initial ALP is based on the basic benefit’s RBA at that time (see “Annual Lifetime Payment (ALP)” heading below). Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.
  - (d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the rider will terminate.
- **Withdrawals:** Please consider carefully when you start taking withdrawals from this rider. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time. The first withdrawal request within the 3-year waiting period must be submitted in writing. Also, after the waiting period if you withdraw more than the allowed withdrawal amount in a contract year (“excess withdrawal”), the guaranteed amounts under the rider may be reduced.
- **Investment Allocation Restrictions:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “Principal Risks of Investing in the Funds: Managed Volatility Fund Risk” section.) We reserve the right to add, remove or substitute approved investment options at any time and in our sole discretion in the future. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts or the regular fixed account that are available under the contract to contract owners who do not elect the rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.”) You may allocate purchase payments to the Special DCA fixed account, when available, and we will make monthly transfers into the investment option you have chosen. You may make two elective investment option changes per contract year; we reserve the right to limit investment option changes if required to comply with the written instructions of a fund (see “Market Timing”).

You can allocate your contract value to any available investment option during the following times: (1) prior to your first withdrawal and (2) following a benefit reset due to an investment option change as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your investment option to any available investment option.

Immediately following a withdrawal your contract value will be reallocated to the target investment option classification as shown in your contract if your current investment option is more aggressive than the target investment option classification. If you are in the static model portfolio, this reallocation will be made to the applicable fund of funds investment option. This automatic reallocation is not included in the total number of allowed investment option changes per contract year and will not cause your rider fee to increase. The target investment option classification is currently the Moderate investment option. We reserve the right to change the target investment option classification to an investment option that is more aggressive than the Moderate investment option after 30 days written notice.

After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option or investment option that is more conservative than the Moderate investment option without a benefit reset as described below. If you are in a withdrawal phase and you choose to allocate your contract value to an investment option that is more aggressive than the target investment option, you will be in the accumulation phase again. If this is done after the waiting period, your rider benefit will be reset as follows:

(a) the total GBA will be reset to the contract value, if your contract value is less; and

(b) the total RBA will be reset to the contract value, if your contract value is less; and

(c) the ALP, if established, will be reset to your current ALP Percentage (either 6% or 5% as described under "GBP Percentage and ALP Percentage" heading below) times the contract value, if this amount is less than the current ALP; and

(d) the GBP will be recalculated as described below, based on the reset GBA and RBA; and

(e) the RBP will be recalculated as the reset GBP less all prior withdrawals taken during the current contract year, but not less than zero; and

(f) the RALP will be recalculated as the reset ALP less all prior withdrawals taken during the current contract year, but not less than zero; and

(g) the WAB will be reset as follows:

- if the ALP has not been established, the WAB will be equal to the reset GBA.
- if the ALP has been established, the WAB will be equal to the reset ALP, divided by the current ALP Percentage.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **Non-Cancelable:** Once elected, the *SecureSource Flex* rider may not be cancelled (except as provided under "Rider Termination" heading below) and the fee will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below).

  Dissolution of marriage does not terminate the *SecureSource Flex* — Joint Life rider and will not reduce the fee we charge for this rider. The benefit under the *SecureSource Flex* — Joint Life rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural ownership). The rider will terminate at the death of the contract owner (or annuitant in the case of nonnatural ownership) because the original covered spouse will be unable to elect the spousal continuation provision of the contract (see "Joint Life only: Covered Spouses" below).

- **Joint Life: Limitations on Contract Owners, Annuitants and Beneficiaries:** Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal option to continue the contract upon the owner's death provision, only ownership arrangements that permit such continuation, are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary. You are responsible for establishing ownership arrangements that will allow for spousal continuation.

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

- **Limitations on Purchase Payments**: We limit the cumulative amount of purchase payments, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see "Buying Your Contract — Purchase Payments".

- **Interaction with Total Free Amount (TFA) contract provision:** The TFA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see "Charges — Surrender Charge"). The TFA may be greater than the RBP or RALP under this rider. Any amount you withdraw under the contract's TFA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP. Also, any amount you withdraw during the waiting period will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Tax Considerations for Nonqualified Annuities**: Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see "Taxes — Nonqualified Annuities"). Withdrawals are taxable income to the extent of earnings. Withdrawals before age 59 ½ may also incur a 10% IRS early withdrawal penalty and may be considered taxable income. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see "Taxes — Qualified Annuities — Required Minimum Distributions"). If you have a qualified annuity, you may need to take an RMD during the waiting period and such withdrawals will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time. While the rider permits certain excess withdrawals to be taken after the waiting period for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. See Appendix F for additional information.
- **Limitations on Tax-Sheltered Annuities (TSAs):** Your right to take withdrawals is restricted if your contract is a TSA (see "TSA — Special Provisions").
- **Treatment of Non-Spousal Distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see "Taxes — Other — Spousal status" section of this prospectus.

BASIC BENEFIT DESCRIPTION

The GBA and RBA are determined at the following times, subject to the maximum amount of $5,000,000, calculated as described:

- *At contract issue* — the GBA and RBA are equal to the initial purchase payment, plus any purchase payment credit.
- *When you make additional purchase payments* — If a withdrawal is taken during the waiting period, the GBA and RBA will not change when a subsequent purchase payment is made during the waiting period. Prior to any withdrawal during the waiting period and after the waiting period, each additional purchase payment will have its own GBA and RBA established equal to the amount of the purchase payment, plus any purchase payment credit.
- *At step up* — (see "Annual Step Up" heading below).
- *At spousal continuation* — (see "Spousal Option to Continue the Contract upon Owner's Death" heading below).
- *When an individual RBA is reduced to zero* — the GBA that is associated with that RBA will also be set to zero.
- *When you take a withdrawal during the waiting period* — the total GBA and total RBA will be set equal to zero until the end of the waiting period.
- *When you take a withdrawal after the waiting period and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the total RBA is reduced by the amount of the withdrawal and the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment's GBA remain unchanged, and each payment's RBA is reduced in proportion to its RBP.
  - (b) *greater than the total RBP* — **excess withdrawal processing will be applied to the GBA and RBA.**
- *On the rider anniversary at the end of the waiting period* — If the first withdrawal is taken during the waiting period and you did not decline a rider fee increase, the total GBA and the total RBA will be reset to the contract value.

  If the first withdrawal is taken during the waiting period and you decline a rider fee increase, the total GBA and the total RBA will be reset to the lesser of (1) the GBA at the time of the first withdrawal, plus any additional purchase payments and any purchase payment credits since the time of the first withdrawal, minus all withdrawals, or (2) the contract value.
- *Upon certain changes to your PN program investment option — (See "Use of Portfolio Navigator Program Required," described above).*

GBA EXCESS WITHDRAWAL PROCESSING

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment's GBA after the withdrawal will be reset to equal that payment's RBA after the withdrawal plus (a) times (b), where:

(a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and

(b) is each payment's GBA before the withdrawal less that payment's RBA after the withdrawal.

RBA EXCESS WITHDRAWAL PROCESSING

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment's RBA will be reset. The total RBA will be reset according to the excess withdrawal processing described above. Each payment's RBA will be reset in the following manner:

1. The withdrawal amount up to the total RBP is taken out of each RBA bucket in proportion to its individual RBP at the time of the withdrawal; and
2. The withdrawal amount above the total RBP and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

GBP Percentage and ALP Percentage: We use two percentages (6% and 5%) to calculate your GBP and ALP. The percentage used can vary as described below:

During the waiting period, 6% will be used to determine the amount payable to beneficiaries under the RBA payout option described below. After the waiting period, a comparison of your contract value and the WAB determines your GBP percentage and ALP percentage, unless the percentage is fixed as described below. On each valuation date, if the benefit determining percentage is less than the 20% adjustment threshold, then 6% is used in calculating your GBP and ALP; otherwise, 5% is used. Market volatility and returns and the deduction of fees could impact your benefit determining percentage. The benefit determining percentage is calculated as follows but will not be less than zero:

1 — (a/b)

a = contract value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

When the first withdrawal in a contract year is taken, the GBP percentage and ALP percentage will be set and fixed for the remainder of that contract year. Beginning on the next rider anniversary, the GBP percentage and ALP percentage can change on each valuation date as described above until a withdrawal is taken in that contract year.

Under certain limited situations, your GBP percentage and ALP percentage will not vary each contract year. They will be set at the earliest of (1), (2) or (3) below and remain fixed for as long as the benefit is payable:

(1) when the RBA payout option is elected, or

(2) if the ALP is established, when your contract value on a rider anniversary is less than two times the ALP (for the purpose of this calculation only, the ALP is determined using 5%; the ALP percentage used to determine your ALP going forward will be either 6% or 5%), or

(3) when the contract value reduces to zero.

For certain periods of time at our discretion and on a non-discriminatory basis, your GBP percentage and ALP percentage may be set by us to 6% if more favorable to you.

Withdrawal Adjustment Base (WAB): One of the components used to determine GBP percentage and ALP percentage. The maximum WAB is $5,000,000. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit,

The WAB is determined at the following times, calculated as described:

- *At Rider Effective Date* — the WAB is set equal to the initial purchase payment, plus any purchase payment credit.
- *When a subsequent purchase payment is made* — before a withdrawal is taken in the waiting period and at any time after the waiting period, the WAB will be increased by the amount of each additional purchase payment, plus any purchase payment credit.
- *When a withdrawal is taken* — if the first withdrawal is taken during the waiting period, the WAB will be set equal to zero until the end of the waiting period.

Whenever a withdrawal is taken after the waiting period, the WAB will be reduced by the amount in (A) unless the withdrawal is an excess withdrawal for the lifetime benefit (or the basic benefit if the ALP is not established) when it will be set equal to the amount in (B).

(A) The WAB is reduced by an amount as calculated below:

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

a = the amount the contract value is reduced by the withdrawal

b = WAB on the date of (but prior to) the withdrawal

c = the contract value on the date of (but prior to) the withdrawal.

(B) If the ALP is not established and the current withdrawal exceeds the RBP, the WAB will be reset to the GBA immediately following excess withdrawal processing.

If the ALP is established and the current withdrawal exceeds the RALP, the WAB will be reset to the ALP divided by the current ALP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above). In this calculation, we use the ALP immediately following excess withdrawal processing.

- *On rider anniversaries* — unless you decline a rider fee increase, the WAB will be increased to the contract value on each rider anniversary, if the contract value is greater, except as follows:
  (A) If a withdrawal is taken during the waiting period, the WAB will be increased to the contract value on each rider anniversary beginning at the end of the waiting period, if the contract value is greater.
  (B) If you decline a rider fee increase and a withdrawal is taken during the waiting period, on the third anniversary the WAB will be reset to the lesser of (1) the GBA at the time of the first withdrawal, plus any additional purchase payments and any purchase payment credits since the time of the first withdrawal, minus all withdrawals, or (2) the contract value.
- *Upon certain changes to your PN program investment option* — (See "Use of Portfolio Navigator Program Required," described above).

Guaranteed Benefit Payment (GBP): At any time, the amount available for withdrawal in each contract year after the waiting period, until the RBA is reduced to zero, under the basic benefit. After the waiting period the annual withdrawal amount guaranteed under the rider can vary each contract year. At any point in time, each payment's GBP is the lesser of (a) and (b) where (a) is the GBA for that payment multiplied by the current GBP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above) and (b) is the RBA for that payment. The total GBP is the sum of the GBPs for each purchase payment.

Remaining Benefit Payment (RBP): The amount available for withdrawal for the remainder of the contract year under the basic benefit. At any point in time, the total RBP is the sum of the RBPs for each purchase payment.

The RBP is determined at the following times, calculated as described:

- *During the waiting period* — the RBP will be zero.
- *At the beginning of any contract year after the waiting period and when the GBP percentage changes* — the RBP for each purchase payment is set equal to that purchase payment's GBP.
- *When you make additional purchase payments after the waiting period* — each additional purchase payment has its own RBP equal to the purchase payment, plus any purchase payment credit, multiplied by the GBP percentage.
- *At step up* — (see "Annual Step Up" heading below).
- *At spousal continuation* — (see "Spousal Option to Continue the Contract upon Owner's Death" heading below).
- *When you make any withdrawal after the waiting period* — the total RBP is reset to equal the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero. If there have been multiple purchase payments, each payment's RBP is reduced proportionately. **If you withdraw an amount greater than the RBP, GBA excess withdrawal processing and RBA excess withdrawal processing are applied** and the amount available for future withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

LIFETIME BENEFIT DESCRIPTION

Single Life only: **Covered Person:** The person whose life is used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered person is the oldest contract owner. If any owner is a nonnatural person, i.e., a trust or corporation, the covered person is the oldest annuitant.

Joint Life only: **Covered Spouses:** The contract owner and his or her legally married spouse as defined under federal law, as named on the application for as long as the marriage is valid and in effect. If any contract owner is a nonnatural person (e.g., a trust), the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered spouses are established on the rider effective date and cannot be changed.

Annual Lifetime Payment Attained Age (ALPAA):

- ***Single Life:*** The covered person's age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 65.
- ***Joint Life:*** The age of the younger covered spouse at which time the lifetime benefit is established.

Annual Lifetime Payment (ALP): The ALP is the lifetime benefit amount available for withdrawals in each contract year after the waiting period until the later of:

- ***Single Life***: death; or
- ***Joint Life:*** death of the last surviving covered spouse; or
- the RBA is reduced to zero.

The maximum ALP is $300,000. Prior to establishment of the ALP, the lifetime benefit is not in effect and the ALP is zero.

The ALP is determined at the following times:

- ***Single Life:*** Initially the ALP is established on the earliest of the following dates:
  - (a) the rider effective date if the covered person has already reached age 65,
  - (b) the rider anniversary following the date the covered person reaches age 65,
    - – if during the waiting period and no prior withdrawal has been taken; or
    - – if after the waiting period.
  - (c) the rider anniversary following the end of the waiting period if the covered person is age 65 before the end of the waiting period and a prior withdrawal had been taken.

The ALP is established as the total RBA multiplied by the ALP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above).

- ***Joint Life:*** Initially the ALP is established on the earliest of the following dates:
  - (a) the rider effective date if the younger covered spouse has already reached age 67.
  - (b) the rider anniversary on/following the date the younger covered spouse reaches age 67.
  - (c) upon the first death of a covered spouse, then
    - (1) the date we receive written request when the death benefit is not payable and the surviving covered spouse has already reached age 67; or
    - (2) the date spousal continuation is effective when the death benefit is payable and the surviving covered spouse has already reached age 67; or
    - (3) the rider anniversary on/following the date the surviving covered spouse reaches age 67.
  - (d) Following dissolution of marriage of the covered spouses,
    - (1) the date we receive written request if the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) has already reached age 67; or
    - (2) the rider anniversary on/following the date the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) reaches age 67.

For (b), (c) and (d) above, if the date described occurs during the waiting period and a prior withdrawal had been taken, we use the rider anniversary following the end of the waiting period to establish the ALP.

The ALP is established as the total RBA multiplied by the ALP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above).

- *Whenever the ALP Percentage changes* —
  - (a) If the ALP Percentage is changing from 6% to 5%, the ALP is reset to the ALP multiplied by 5%, divided by 6%.
  - (b) If the ALP Percentage is changing from 5% to 6%, the ALP is reset to the ALP multiplied by 6%, divided by 5%.
- *When you make an additional purchase payment* — Before a withdrawal is taken in the waiting period and at any time after the waiting period, each additional purchase payment increases the ALP by the amount of the purchase payment, plus any purchase payment credit, multiplied by the ALP percentage.
- *When you make a withdrawal:*

(a) During the waiting period, the ALP, if established, will be set equal to zero until the end of the waiting period.

(b) After the waiting period, if the amount withdrawn is:

(i) less than or equal to the RALP, the ALP is unchanged.

(ii) greater than the RALP, **ALP excess withdrawal processing** will occur.

If you withdraw less than the ALP in a contract year, there is no carry over to the next contract year.

- *On the rider anniversary at the end of the waiting period* — If you took a withdrawal during the waiting period, the ALP is set equal to the contract value multiplied by the ALP percentage if the covered person has reached age 65 (Joint Life: younger covered spouse has reached age 67).
- *At step-ups* — (see "Annual Step-up" heading below).
- *At spousal continuation* — (see "Spousal Option to Continue the Contract upon Owner's Death" heading below).
- *Upon certain changes to your PN program investment option* — (see "Use of Portfolio Navigator Program Required," heading above).

ALP EXCESS WITHDRAWAL PROCESSING

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or the ALP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above) multiplied by the contract value immediately following the withdrawal.

Remaining Annual Lifetime Payment (RALP): The amount available for withdrawal for the remainder of the contract year under the lifetime benefit. Prior to establishment of the ALP, the lifetime benefit is not in effect and the RALP is zero.

The RALP is determined at the following times:

- *The RALP is established at the same time as the ALP, and:*
  (a) During the waiting period — the RALP will be zero.
  (b) At any other time — the RALP is established equal to the ALP less all prior withdrawals taken in the contract year but not less than zero.
- *At the beginning of each contract year after the waiting period and when the ALP percentage changes* — the RALP is set equal to the ALP.
- *When you make additional purchase payments after the waiting period* — each additional purchase payment increases the RALP by the purchase payment, plus any purchase payment credit, multiplied by the ALP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above).
- *At step ups* — (see "Annual Step Up" headings below).
- *At spousal continuation* — (see "Spousal Option to Continue the Contract upon Owner's Death" heading below).
- *When you make any withdrawal after the waiting period* — the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal but not less than zero. **If you withdraw an amount greater than the RALP, ALP excess withdrawal processing is applied** and may reduce the amount available for future withdrawals. When determining if a withdrawal will result in excess withdrawal processing, the applicable RALP will not yet reflect the amount of the current withdrawal.

OTHER PROVISIONS

Required Minimum Distributions (RMD): If you are taking RMDs from your contract and your RMD calculated separately for your contract is greater than the RBP or the RALP on the most recent contract anniversary, the portion of your RMD that exceeds the benefit amount will not be subject to excess withdrawal processing provided that the following conditions are met:

- The withdrawal is after the waiting period;
- The RMD is for your contract alone;
- The RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- The RMD amount is otherwise based on the requirements of section 401(a) (9), related Code provisions and regulations thereunder that were in effect on the effective date of the rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing. Any withdrawal during the waiting period will reset the basic benefit and lifetime benefit at the end of the waiting period. After the waiting period, withdrawal amounts greater than the RALP or RBP that do not meet the conditions above will result in excess withdrawal processing. The amount in excess of the RBP and/or RALP that is not subject to excess withdrawal processing will be recalculated if the RALP and RBP change due to GBP percentage and ALP percentage changes. See Appendix F for additional information.

Annual Step-up: Beginning with the first contract anniversary, an increase of the benefit values may be available. A step-up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn in a lump sum or paid upon death. Rather, a step-up determines the current values of the GBA, RBA, GBP, RBP, ALP and RALP, and may extend the payment period or increase the allowable payment. If there have been multiple payments and the GBA increases due to the step-up, the individual GBAs, RBAs, GBPs, and RBPs will be combined.

The annual step-up may be available as described below, subject to the maximum GBA, RBA and ALP and subject to the following rules:

- You have not declined a rider fee increase.
- If you take any withdrawals during the waiting period the annual step-up will not be available until the rider anniversary following the end of the waiting period.
- On any rider anniversary where your contract value is greater than the RBA or, your contract value multiplied by the ALP Percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above) is greater than the ALP, if established, the annual step-up will be applied to your contract on the rider anniversary.
- The ALP and RALP are not eligible for step-ups until they are established. Prior to being established, the ALP and RALP values are both zero.
- Please note it is possible for the ALP to step-up even if the RBA or GBA do not step-up, and it is also possible for the RBA and GBA to step-up even if the ALP does not step-up.

The annual step-up resets the GBA, RBA, GBP, RBP, ALP and RALP values as follows:

- The total RBA will be increased to the contract value on the rider anniversary, if the contract value is greater.
- The total GBA will be increased to the contract value on the rider anniversary, if the contract value is greater.
- The total GBP will be reset using the calculation as described above based on the increased GBA and RBA.
- The total RBP will be reset as follows:
  - (a) During the waiting period, the RBP will not be affected by the step-up.
  - (b) After the waiting period, the RBP will be reset to the increased GBP.
- The ALP will be increased to the contract value on the rider anniversary multiplied by the ALP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above), if greater than the current ALP.
- The RALP will be reset as follows:
  - (a) During the waiting period, the RALP will not be affected by the step-up.
  - (b) After the waiting period, the RALP will be reset to the increased ALP.

Spousal Option to Continue the Contract upon Owner's Death ("spousal continuation"):
Single Life: If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the *SecureSource Flex* – Single Life rider terminates.

Joint Life: If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the *SecureSource Flex* – Joint Life rider also continues. The surviving covered spouse can name a new beneficiary; however, a new covered spouse cannot be added to the rider.

At the time of spousal continuation, a step-up may be available. If you decline a rider fee increase or the spousal continuation occurs during the waiting period and a withdrawal was taken, a step up is not available. All annual step-up rules (see "Annual Step-Up" heading above) also apply to the spousal continuation step-up except that a) the RBP will be calculated as the GBP after the step-up less all prior withdrawals taken during the current contract year, but not less than zero, and b) the RALP will be calculated as the ALP after the step-up less all prior withdrawals taken during the current contract year, but not less than zero. The spousal continuation step-up is processed on the valuation date spousal continuation is effective.

Rules for Withdrawal Provision of Your Contract: Minimum account values following a withdrawal no longer apply to your contract. For withdrawals, the withdrawal will be taken from the variable subaccounts and the regular fixed account (if applicable) in the same proportion as your interest in each bears to the contract value less amounts in any Special DCA fixed account. You cannot specify from which accounts the withdrawal is to be taken.

If Contract Value Reduces to Zero: If the contract value reduces to zero, you will be paid in the following scenarios:

1) The ALP has not yet been established, the total RBA is greater than zero and the contract value is reduced to zero as a result of fees or charges or a withdrawal that is less than or equal to the RBP. In this scenario, you can choose to:
   - (a) receive the remaining schedule of GBPs until the RBA equals zero; or

(b) ***Single Life:*** wait until the rider anniversary following the date the covered person reaches age 65, and then receive the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.

Joint Life: wait until the rider anniversary following the date the younger covered spouse reaches age 67, and then receive the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

2) The ALP has been established, the total RBA is greater than zero and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:

(a) the remaining schedule of GBPs until the RBA equals zero; or

(b) ***Single Life:*** the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.

Joint Life: the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.

4) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the:

- ***Single Life:*** covered person;
- ***Joint Life:*** last surviving covered spouse.

Under any of these scenarios:

- The annualized amounts will be paid to you in monthly installments. If the monthly payment is less than $100, we have the right to change the frequency but no less frequent than annually;
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate;
- In determining the remaining schedule of GBPs, the current GBP is fixed for as long as payments are made.
- ***Single Life:*** The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero; and
- ***Joint Life:*** If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

The *SecureSource Flex* rider and the contract will terminate under either of the following two scenarios:

- If the ALP is established and the RBA is zero, and if the contract value falls to zero as a result of a withdrawal that is greater than the RALP. This is full withdrawal of the contract value.
- If the ALP is not established and the RBA is zero, and if the contract value falls to zero as a result of fees, charges or a withdrawal.

At Death:

Single Life: If the contract is jointly owned and an owner dies when the contract value is greater than zero, the lifetime benefit for the covered person will cease even if the covered person is still living.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the RBA payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract which terminates the rider.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person dies and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person is still alive and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the covered person or the RBA equals zero.

- If the covered person is still alive and the RBA equals zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the covered person.
- If the covered person dies and the RBA equals zero, the benefit terminates. No further payments will be made.

Joint Life: If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation provision of the contract and continue the contract as the new owner to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving covered spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the RBA payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract.

If the contract value equals zero at the first death of a covered spouse, the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero.

If the contract value equals zero at the death of the last surviving covered spouse, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA equals zero, the benefit terminates. No further payments will be made.

Contract Ownership Change:
Single Life: If there is a change of ownership and the covered person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the covered person would be different, the rider terminates. Effective May 1, 2016, joint ownership and joint annuitants are not allowed.

Joint Life: If there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and is one of the covered spouses, or a non-natural owner holding for the sole benefit of one or both covered spouses (e.g., an individual ownership changed to a personal revocable trust), the rider terminates.

Remaining Benefit Amount (RBA) Payout Option: Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the SecureSource Flex rider after the waiting period.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid will not exceed the current total RBA at the time you begin this fixed annuity payout option. These annualized amounts will be paid in monthly installments. If the monthly payment is less than $100, we have the right to change the frequency, but no less frequently than annually, unless a lump sum settlement of the contract value is requested. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary (see “The Annuity Payout Period” and “Taxes”).

This option may not be available if the contract is issued to qualify under section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the number of years it will take to deplete the RBA by paying the GBP each year is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This annuity payout option may also be elected by the beneficiary when the death benefit is payable if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary’s life or life expectancy . Whenever multiple beneficiaries are designated under the contract, each such beneficiary’s share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

RIDER TERMINATION
The *SecureSource Flex* rider cannot be terminated either by you or us except as follows:

1. ***Single Life:*** a change of ownership that would result in a different covered person will terminate the rider.
   Joint Life: an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and is one of the covered spouses, or a non-natural owner holding for the sole benefit of one or both covered spouses will terminate the rider.
2. ***Single Life:*** After the death benefit is payable, continuation of the contract will terminate the rider.
3. ***Joint Life:*** After the death benefit is payable the rider will terminate if:
   (a) any one other than a covered spouse continues the contract, or

(b) a covered spouse does not use the spousal continuation provision of the contract to continue the contract.

4. Annuity payouts under an annuity payout plan will terminate the rider.
5. You may terminate the rider if your annual rider fee after any fee increase is more than 0.25 percentage points higher than your fee before the increase (See "Charges — *SecureSource Flex* rider fee").
6. When the RBA and contract value are zero and either the ALP is not established or an excess withdrawal of the RALP is taken, the rider will terminate.
7. Termination of the contract for any reason will terminate the rider.

Guaranteed Minimum Accumulation Benefit (Accumulation Benefit) Rider

The Accumulation Benefit rider is not available for RAVA 4 Access. This rider is not available for contracts purchased on or after Feb. 27, 2012.

The Accumulation Benefit rider is an optional benefit that you may select for an additional charge. It is available for nonqualified annuities and qualified annuities. The Accumulation Benefit rider specifies a waiting period that ends on the benefit date. The Accumulation Benefit rider provides a one-time adjustment to your contract value on the benefit date if your contract value is less than the Minimum Contract Accumulation Value (defined below) on that benefit date. On the benefit date, if the contract value is equal to or greater than the Minimum Contract Accumulation Value, as determined under the Accumulation Benefit rider, the Accumulation Benefit rider ends without value and no benefit is payable.

If the contract value falls to zero as the result of adverse market performance or the deduction of fees and/or charges at any time during the waiting period and before the benefit date, the contract and all riders, including the Accumulation Benefit rider will terminate without value and no benefits will be paid. Exception: if you are still living on the benefit date, we will pay you an amount equal to the Minimum Contract Accumulation Value as determined under the Accumulation Benefit rider on the valuation date your contract value reached zero.

If you are (or if the owner is a non-natural person, then the annuitant) is 80 or younger at contract issue, you may elect the Accumulation Benefit rider at the time you purchase your contract and the rider effective date will be the contract issue date. The Accumulation Benefit rider may not be terminated once you have elected it except as described in the "Terminating the Rider" section below. An additional charge for the Accumulation Benefit rider will be assessed annually during the waiting period. The Accumulation Benefit rider may not be purchased with the optional *SecureSource Flex* rider. The rider ends when the waiting period expires, no further benefit will be payable, and no further charges for the rider will be deducted. After the waiting period, you have the following options:

- Continue your contract;
- Take partial surrenders or make a full surrender; or
- Annuitize your contract.

You should consider whether an Accumulation Benefit rider is appropriate for you because:

- you must be invested in one of the approved investment options. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts or the regular fixed account that are available under the contract to other contract owners who do not elect this rider. You may allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA fixed account, when available (see "The Special DCA Fixed Account"), and we will make monthly transfers into the investment option you have chosen. (See "Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds");
- you may not make additional purchase payments to your contract during the waiting period after the first 180 days immediately following the effective date of the Accumulation Benefit rider. Some exceptions apply (see "Additional Purchase Payments with Elective Step-up" below);
- if you purchase this contract as a qualified annuity, for example, an IRA, you may need to take partial surrenders from your contract to satisfy the RMDs under the Code. Partial surrenders, including those used to satisfy RMDs, will reduce any potential benefit that the Accumulation Benefit rider provides. You should consult your tax advisor if you have any questions about the use of this rider in your tax situation;
- if you think you may surrender all of your contract value before you have held your contract with this benefit rider attached for 10 years, or you are considering selecting an annuity payout option within 10 years of the effective date of your contract, you should consider whether this optional benefit is right for you. You must hold the contract a minimum of 10 years from the effective date of the Accumulation Benefit rider, which is the length of the waiting period under the Accumulation Benefit rider, in order to receive the benefit, if any, provided by the Accumulation Benefit rider. In some cases, as described below, you may need to hold the contract longer than 10 years in order to qualify for any benefit the Accumulation Benefit rider may provide;
- the 10 year waiting period under the Accumulation Benefit rider will restart if you exercise the elective step-up option (described below) or your surviving spouse exercises the spousal continuation elective step-up (described below); and

- the 10 year waiting period under the Accumulation Benefit rider may be restarted if you elect to change your PN program investment option to one that causes the Accumulation Benefit rider charge to increase (see "Charges").

Be sure to discuss with your financial advisor whether an Accumulation Benefit rider is appropriate for your situation.

Here are some general terms that are used to describe the operation of the Accumulation Benefit:
Benefit Date: This is the first valuation date immediately following the expiration of the waiting period.

Minimum Contract Accumulation Value (MCAV): An amount calculated under the Accumulation Benefit rider. The contract value will be increased to equal the MCAV on the benefit date if the contract value on the benefit date is less than the MCAV on the benefit date.

Adjustments for Partial Surrenders: The adjustment made for each partial surrender from the contract is equal to the amount derived from multiplying (a) and (b) where:

(a) is 1 minus the ratio of the contract value on the date of (but immediately after) the partial surrender to the contract value on the date of (but immediately prior to) the partial surrender; and

(b) is the MCAV on the date of (but immediately prior to) the partial surrender.

Waiting Period: The waiting period for the rider is 10 years.

We reserve the right to restart the waiting period on the latest contract anniversary if you change your investment option after we have exercised our rights to increase the rider fee.

Your initial MCAV is equal to your initial purchase payment and any purchase payment credit. It is increased by the amount of any subsequent purchase payments and purchase payment credits received within the first 180 days that the rider is effective. It is reduced by any adjustments for partial surrenders made during the waiting period.

Automatic Step-Up

On each contract anniversary after the effective date of the rider, the MCAV will be set to the greater of:

1. 80% of the contract value on the contract anniversary; or
2. the MCAV immediately prior to the automatic step-up.

The automatic step-up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be surrendered or paid upon death. Rather, the Automatic Step-up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.

The automatic step-up of the MCAV does not restart the waiting period or increase the fee (although the total fee for the rider may increase).

Elective Step-Up Option

Within thirty days following each contract anniversary after the rider effective date, but prior to the benefit date, you may notify us in writing that you wish to exercise the annual elective step-up option. You may exercise this elective step-up option only once per contract year during this 30 day period. If your contract value on the valuation date we receive your written request to step-up is greater than the MCAV on that date, your MCAV will increase to 100% of that contract value.

We may increase the fee for your rider (see "Charges — Accumulation Benefit Rider Charge"). The revised fee would apply to your rider if you exercise the annual elective step-up, your MCAV is increased as a result, and the revised fee is higher than your annual rider fee before the elective step-up. Elective step-ups will also result in a restart of the waiting period as of the most recent contract anniversary.

The elective step-up does not create contract value, guarantee the performance of any investment option or provide any benefit that can be surrendered or paid upon death. Rather the elective step-up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.

The elective step-up option is not available to non-spouse beneficiaries that continue the contract during the waiting period. The elective step-up is not available if the benefit date would be after the settlement date (see the Settlement Date section for settlement date options)

We have the right to restrict the elective step-up option on inherited IRAs, but we currently allow them. Please consider carefully if an elective step-up is appropriate if you own an inherited IRA because the elective step-up will restart the waiting period and the required minimum distributions for an inherited IRA may significantly decrease the future benefit payable under this rider. We reserve the right to restrict the elective step-up option on inherited IRAs in the future.

Additional Purchase Payments with Annual Elective Step-ups

If your MCAV is increased as a result of Elective Step-up, you have 180 days from the latest contract anniversary to make additional purchase payments, if allowed under the base contract. The MCAV will include the amount of any additional purchase payments and purchase payment credits (if applicable) received during this period.

Spousal Continuation

If a spouse chooses to continue the contract under the spousal continuation provision, the rider will continue as part of the contract. Once, within the thirty days following the date of spousal continuation, the spouse may choose to exercise an elective step-up. The spousal continuation elective step-up is in addition to the annual elective step-up. If the contract value on the valuation date we receive the written request to exercise this option is greater than the MCAV on that date, we will increase the MCAV to that contract value. If the MCAV is increased as a result of the elective step-up and we have increased the fee for the Accumulation Benefit rider, the spouse will pay the charge based on the fee that is in effect on the valuation date we receive their written request to step-up for the entire contract year. In addition, the waiting period will restart as of the most recent contract anniversary.

Terminating the Rider

The rider will terminate under the following conditions:

- The rider will terminate before the benefit date without paying a benefit on the date:
- you take a full surrender; or
- annuitization begins; or
- the contract terminates as a result of the death benefit being paid.

The rider will terminate on the benefit date.

For an example, see Appendix D.

Optional Living Benefits — Previously Offered

SecureSource Riders

Disclosure for *SecureSource* riders may be found in the Appendix F.

Guarantor Withdrawal Benefit for Life (GWB for Life) Rider

Disclosure for GWB for Life rider may be found in the Appendix G.

The Annuity Payout Period

As owner of the contract, you have the right to decide how and to whom annuity payouts will be made starting at the settlement date. You may select one of the annuity payout plans outlined below, or we may mutually agree on other payout arrangements. Currently, we make annuity payments on a monthly, quarterly, semi-annually and annual basis. As discussed below, certain annuity payout options have a "guaranteed period," during which payments are guaranteed to continue. Longer guaranteed periods will result in lower annuity payment amounts.

We do not deduct surrender charges upon settlement but surrender charges may be applied when electing to exercise liquidity features we may make available under certain fixed annuity payout options

You also decide whether we will make annuity payouts on a fixed or variable basis, or a combination of fixed and variable. The amount available to purchase payouts under the plan you select is the contract value on your settlement date after any rider charges have been deducted. Additionally, we currently allow you to use part of the amount available to purchase payouts, leaving any remaining contract value to accumulate on a tax-deferred basis. Special rules apply for partial annuitization of your annuity contract, see "Taxes — Nonqualified Annuities — Annuity payouts" and "Taxes — Qualified Annuities — Annuity payouts." During the annuity payout period, you cannot invest in more than five subaccounts at any one time unless we agree otherwise.

Amounts of fixed and variable payouts depend on:

- the annuity payout plan you select;
- the annuitant's age and, in most cases, sex;
- the annuity table in the contract; and
- the amounts you allocated to the accounts at settlement.

In addition, for variable payouts only, amounts depend on the investment performance of the subaccounts you select. These payouts will vary from month to month because the performance of the funds will fluctuate. Fixed payouts generally remain the same from month to month unless you have elected an option providing for increasing payments or are exercising any available liquidity features we may offer and you have elected.

For information with respect to transfers between accounts after annuity payouts begin, see “Making the Most of Your Contract — Transfer policies.”

Annuity Tables

The annuity tables in your contract (Table A and Table B) show the amount of the monthly payout for each $1,000 of contract value according to the annuitant’s age and, when applicable, the annuitant’s sex. (Where required by law, we will use a unisex table of settlement rates.)

Table A shows the amount of the first variable payout assuming that the contract value is invested at the beginning of the annuity payout period and earns a 5% rate of return, which is reinvested and helps to support future payouts. If you ask us at least 30 days before the settlement date, we will substitute an annuity table based on an assumed 3.5% investment return for the 5% Table A in the contract. The assumed investment return affects both the amount of the first payout and the extent to which subsequent payouts increase or decrease. For example, annuity payouts will increase if the investment return is above the assumed investment return and payouts will decrease if the return is below the assumed investment return. Using the 5% assumed investment return results in a higher initial payout but later payouts will increase more slowly when annuity unit values rise and decrease more rapidly when they decline.

Table B shows the minimum amount of each fixed payout. Amounts in Table B are based on the guaranteed annual effective interest rate shown in your contract. We declare current payout rates that we use in determining the actual amount of your fixed payout. The current payout rates will equal or exceed the guaranteed payout rates shown in Table B. We will furnish these rates to you upon request.

Annuity Payout Plans

We make available variable annuity payouts where payout amounts may vary based on the performance of the variable account. We may also make fixed annuity payouts available where payments of a fixed amount are made for the period specified in the plan, subject to any surrender we may permit. You may choose any one of these annuity payout plans by giving us written instructions at least 30 days before the settlement date:

- **Plan A: Life annuity — no refund:** We make monthly payouts until the annuitant’s death. Payouts end with the last payout before the annuitant’s death. We will not make any further payouts. This means that if the annuitant dies after we made only one monthly payout, we will not make any more payouts.
- **Plan B: Life annuity with five, ten, 15, or 20 years certain:** We make monthly payouts for a guaranteed payout period of five, ten, 15, or 20 years that you elect. This election will determine the length of the payout period to the beneficiary if the annuitant should die before the elected period expires. We calculate the guaranteed payout period from the settlement date. If the annuitant outlives the elected guaranteed payout period, we will continue to make payouts until the annuitant’s death.
- **Plan C: Life annuity — installment refund:** We make monthly payouts until the annuitant’s death, with our guarantee that payouts will continue for some period of time. We will make payouts for at least the number of months determined by dividing the amount applied under this option by the first monthly payout, whether or not the annuitant is living.
- **Plan D: Joint and last survivor life annuity — no refund:** We make monthly payouts while both the annuitant and a joint annuitant are living. If either annuitant dies, we will continue to make monthly payouts at the full amount until the death of the surviving annuitant. Payouts end with the death of the second annuitant.
- **Plan E: Payouts for a specified period:** We make monthly payouts for a specific payout period of ten to 30 years that you elect. We will make payouts only for the number of years specified whether the annuitant is living or not. Depending on the selected time period, it is foreseeable that the annuitant can outlive the payout period selected. During the payout period, you can elect to have us determine the present value of any remaining payouts and pay it to you in a lump sum.
- **RBA Payout Option:** If you have a GWB for Life or SecureSource rider under your contract, you may elect the Withdrawal Benefit RBA payout option as an alternative to the above annuity payout plans. This option may not be available if the contract is issued to qualify under Sections 403 or 408 of the Code. For such contracts, this option will be available only if the guaranteed payment period is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using life expectancy tables published by IRS. Under this option, the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the total RBA at the time you begin this fixed payout option (see “Optional

Benefits”). These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at the time but will be no less frequent than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary.

For Plan A, if the annuitant dies before the initial payment, no payments will be made. For Plan B, if the annuitant dies before the initial payment, the payments will continue for the guaranteed payout period. For Plan C, if the annuitant dies before the initial payment, the payments will continue for the installment refund period. For Plan D, if both annuitants die before the initial payment, no payments will be made; however, if one annuitant dies before the initial payment, the payments will continue until the death of the surviving annuitant.

In addition to the annuity payout plans described above, we may offer additional payout plans. These plans may include cash refund features providing a guarantee of receiving at least a return of the settlement amount (less any annuity payments made and premium tax paid) in the event of the annuitant’s death, and other liquidity features allowing access under certain circumstances to a surrender of the underlying value of remaining payouts. Terms and conditions of annuity payout plans will be disclosed at the time of election, including any associated fees or charges. It is important to remember that the election and use of liquidity features may either reduce the amount of future payouts you would otherwise receive or result in payouts ceasing.

Utilizing a liquidity feature to surrender the underlying value of remaining payouts may result in the assessment of a surrender charge (See “Charges — Surrender charge”) or a 10% IRS penalty tax. (See “Taxes”).

Annuity payout plan requirements for qualified annuities: If your contract is a qualified annuity, you have the responsibility for electing a payout plan under your contract that complies with applicable law. Your contract describes your payout plan options. The options will meet certain IRS regulations governing RMDs if the payout plan meets the incidental distribution benefit requirements, if any, and the payouts are made:

- in equal or substantially equal payments over a period not longer than your life expectancy or over the joint life expectancy of you and your designated beneficiary; or
- over a period certain not longer than your life expectancy or over the life expectancy of you and your designated beneficiary.

Written instructions: You must give us written instructions for the annuity payouts at least 30 days before the settlement date. If you do not, we will make payouts under Plan B, with 120 monthly payouts guaranteed. Contract values that you allocated to the regular fixed account will provide fixed dollar payouts and contract values that you allocated among the subaccounts will provide variable annuity payouts.

If monthly payouts would be less than $20: We will calculate the amount of monthly payouts at the time the contract value is used to purchase a payout plan. . If the calculations show that monthly payouts would be less than $20, we have the right to pay the contract value to the owner in a lump sum or to change the frequency of the payouts.

Death after annuity payouts begin: If you die after annuity payouts begin, we will pay any amount payable to the beneficiary as provided in the annuity payout plan in effect. Payments to beneficiaries are subject to adjustment to comply with the IRS rules and regulations.

Taxes

Under current law, your contract has a tax-deferral feature. Generally, this means you do not pay income tax until there is a taxable distribution (or deemed distribution) from the contract. We will send a tax information reporting form for any year in which we made a taxable or reportable distribution according to our records.

Nonqualified Annuities

Generally, only the increase in the value of a non-qualified annuity contract over the investment in the contract is taxable. Certain exceptions apply. Federal tax law requires that all nonqualified deferred annuity contracts issued by the same company (and possibly its affiliates) to the same owner during a calendar year be taxed as a single, unified contract when distributions are taken from any one of those contracts.

Annuity payouts: Generally, unlike surrenders described below, the income taxation of annuity payouts is subject to exclusion ratios (for fixed annuity payouts) or annual excludable amounts (for variable annuity payouts). In other words, in most cases, a portion of each payout will be ordinary income and subject to tax, and a portion of each payout will be considered a return of part of your investment in the contract and will not be taxed. All amounts you receive after your investment in the contract is fully recovered will be subject to tax. Under Annuity Payout Plan A: Life annuity — no refund, where the annuitant dies before your investment in the contract is fully recovered, the remaining portion of the unrecovered investment may be available as a federal income tax deduction to the owner for the last taxable year. Under all other annuity payout plans, where the annuity payouts end before your investment in the contract is fully recovered, the remaining portion of the unrecovered investment may be available as a federal income tax deduction to the taxpayer for the tax year in which the payouts end. (See “The Annuity Payout Period — Annuity Payout Plans.”)

Federal tax law permits taxpayers to annuitize a portion of their nonqualified annuity while leaving the remaining balance to continue to grow tax-deferred. Under the partial annuitization rules, the portion annuitized must be received as an annuity for a period of 10 years or more, or for the lives of one or more individuals. If this requirement is met, the annuitized portion and the tax-deferred balance will generally be treated as two separate contracts for income tax purposes only. If a contract is partially annuitized, the investment in the contract is allocated between the deferred and the annuitized portions on a pro rata basis.

Surrenders: Generally, if you surrender all or part of your nonqualified annuity before your annuity payouts begin, including surrenders under any optional withdrawal benefit rider, your surrender will be taxed to the extent that the contract value immediately before the surrender exceeds the investment in the contract. Application of surrender charges may alter the manner in which we tax report the surrender. Different rules may apply if you exchange another contract into this contract.

You also may have to pay a 10% IRS penalty for surrenders of taxable income you make before reaching age 59½ unless certain exceptions apply.

Withholding: If you receive taxable income as a result of an annuity payout or surrender, including surrenders under any optional withdrawal benefit rider, we may deduct federal, and in some cases state withholding against the payment. Any withholding represents a prepayment of your income tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, and you have a valid U.S. address, you may be able to elect not to have federal income tax withholding occur.

If the payment is part of an annuity payout plan, we generally compute the amount of federal income tax withholding using payroll tables. You may complete our Form W-4P to use in calculating the withholding if you want withholding other than the default (single filing status with no adjustments). If the distribution is any other type of payment (such as partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion unless you elect a different percentage via our Form W-4R or another acceptable method.

The federal income tax withholding requirements differ if we deliver payment outside the United States or you are a non-resident alien.

Some states also may impose income tax withholding requirements similar to the federal withholding described above or may allow you to elect withholding. If this should be the case, we may deduct state income tax withholding from the payment.

Federal and state tax withholding rules are subject to change. Annuity payouts and surrenders are subject to the tax withholding rules in effect at the time that they are made, which may differ from the rules described above.

Death benefits to beneficiaries: The death benefit under a nonqualified contract is not exempt from estate (federal or state) taxes. In addition, for income tax purposes, any amount your beneficiary receives that exceeds the remaining investment in the contract is taxable as ordinary income to the beneficiary in the year he or she receives the payments. (See "Benefits in Case of Death — If You Die Before the Settlement Date").

Net Investment Income Tax: Certain investment income of high-income individuals (as well as estates and trusts) is subject to a 3.8% net investment income tax (as an addition to income taxes). For individuals, the 3.8% tax applies to the *lesser* of (1) the amount by which the taxpayer's modified adjusted gross income exceeds $200,000 ($250,000 for married filing jointly and surviving spouses; $125,000 for married filing separately) or (2) the taxpayer's "net investment income." Net investment income includes taxable income from nonqualified annuities. Annuity holders are advised to consult their tax advisor regarding the possible implications of this additional tax.

Annuities owned by corporations, partnerships or irrevocable trusts: For nonqualified annuities, any annual increase in the value of annuities held by such entities (nonnatural persons) generally will be treated as ordinary income received during that year. However, if the trust was set up for the benefit of a natural person(s) only, the income may generally remain tax-deferred until surrendered or paid out.

Penalties: If you receive amounts from your nonqualified annuity before reaching age 59½, you may have to pay a 10% IRS penalty on the amount includable in your ordinary income. However, this penalty will not apply to any amount received:

- because of your death or in the event of nonnatural ownership, the death of the annuitant;
- because you become disabled (as defined in the Code);
- if the distribution is part of a series of substantially equal periodic payments, made at least annually, over your life or life expectancy (or joint lives or life expectancies of you and your beneficiary);
- if it is allocable to an investment before Aug. 14, 1982; or
- if annuity payouts are made under immediate annuities as defined by the Code.

Transfer of ownership: Generally, if you transfer ownership of a nonqualified annuity without receiving adequate consideration, the transfer may be taxed as a surrender for federal income tax purposes. If the transfer is a currently taxable event for income tax purposes, the original owner will be taxed on the amount of deferred earnings at the time of the transfer and also may be subject to the 10% IRS penalty discussed earlier. In this case, the new owner's investment in the contract will be equal to the investment in the contract at the time of the transfer plus any earnings included in the original owner's taxable income as a result of the transfer. In general, this rule does not apply to transfers between spouses or former spouses. Similar rules apply if you transfer ownership for a full consideration. Please consult your tax advisor for further details.

1035 Exchanges of nonqualified annuities: Section 1035 of the Code permits nontaxable exchanges of certain insurance policies, endowment contracts, annuity contracts and qualified long-term care insurance products, while providing for continued tax deferral of earnings. In addition, Section 1035 permits the carryover of the investment in the contract from the old policy or contract to the new policy or contract. In a 1035 exchange one policy or contract is exchanged for another policy or contract. The following can qualify as nontaxable exchanges: (1) the exchange of a life insurance policy for another life insurance policy or for an endowment, annuity or qualified long-term care insurance contract, (2) the exchange of an endowment contract for an annuity or qualified long-term care insurance contract, or for an endowment contract under which payments will begin no later than payments would have begun under the contract exchanged, (3) the exchange of an annuity contract for another annuity contract or for a qualified long-term care insurance contract, and (4) the exchange of a qualified long-term care insurance contract for a qualified long-term care insurance contract. However, if the life insurance policy has an outstanding loan, there may be tax consequences. Additionally, other tax rules apply. Depending on the issue date of your original policy or contract, there may be tax or other benefits that are given up to gain the benefits of the new policy or contract. Consider whether the features and benefits of the new policy or contract outweigh any tax or other benefits of the old contract.

For a partial exchange of an annuity contract for another annuity contract, the 1035 exchange is generally tax-free. The investment in the original contract and the earnings on the contract will be allocated proportionately between the original and new contracts. However, per IRS Revenue Procedure 2011-38, if surrenders are taken from either contract within the 180-day period following a partial 1035 exchange, the IRS will apply general tax principles to determine the appropriate tax treatment of the exchange and subsequent surrender. As a result, there may be unexpected tax consequences. You should consult your tax advisor before taking any surrender from either contract during the 180-day period following a partial exchange.

Assignment: If you assign or pledge your contract as collateral for a loan, earnings on purchase payments you made after Aug. 13, 1982 will be taxed as a deemed distribution and also may be subject to the 10% penalty as discussed above.

Qualified Annuities

Adverse tax consequences may result if you do not ensure that contributions, distributions and other transactions under the contract comply with the law. Qualified annuities have minimum distribution rules that govern the timing and amount of distributions. You should refer to your retirement plan's Summary Plan Description, your IRA disclosure statement, or consult a tax advisor for additional information about the distribution rules applicable to your situation.

When you use your contract to fund a retirement plan or IRA that is already tax-deferred under the Code, the contract will not provide any necessary or additional tax deferral. If your contract is used to fund an employer sponsored plan, your right to benefits may be subject to the terms and conditions of the plan regardless of the terms of the contract.

Annuity payouts: Under a qualified annuity, except a Roth IRA, Roth 401(k) or Roth 403(b), the entire payout generally is includable as ordinary income and is subject to tax unless: (1) the contract is an IRA to which you made non-deductible contributions; or (2) you rolled after-tax dollars from a retirement plan into your IRA; or (3) the contract is used to fund a retirement plan and you or your employer have contributed after-tax dollars; or (4) the contract is used to fund a retirement plan and you direct such payout to be directly rolled over to another eligible retirement plan such as an IRA. We may permit partial annuitizations of qualified annuity contracts. If we accept partial annuitizations, please remember that your contract will still need to comply with other requirements such as required minimum distributions and the payment of taxes. Prior to considering a partial annuitization on a qualified contract, you should discuss your decision and any implications with your tax adviser. Because we cannot accurately track certain after-tax funding sources, we will generally report any payments on partial annuitizations as ordinary income except in the case of a qualified distribution from a Roth IRA.

Annuity payouts from Roth IRAs: In general, the entire payout from a Roth IRA can be free from income and penalty taxes if you have attained age 59½ and meet the five year holding period.

Surrenders: Under a qualified annuity, except a Roth IRA, Roth 401(k) or Roth 403(b), the entire surrender will generally be includable as ordinary income and is subject to tax unless: (1) the contract is an IRA to which you made non-deductible contributions; or (2) you rolled after-tax dollars from a retirement plan into your IRA; or (3) the contract is used to fund a retirement plan and you or your employer have contributed after-tax dollars; or (4) the contract is used to fund a retirement plan and you direct such surrender to be directly rolled over to another eligible retirement plan such as an IRA.

Surrenders from Roth IRAs: In general, the entire payout from a Roth IRA can be free from income and penalty taxes if you have attained age 59½ and meet the five year holding period or another qualifying event such as death or disability.

Required Minimum Distributions: Retirement plans (except for Roth IRAs) are subject to required surrenders called required minimum distributions ("RMDs") beginning at age 73. RMDs are based on the fair market value of your contract at year-end divided by the life expectancy factor. Certain death benefits and optional riders may be considered in determining the fair market value of your contract for RMD purposes. This may cause your RMD to be higher. You should consult your tax advisor prior to making a purchase for an explanation of the potential tax implications to you. Inherited IRAs (including inherited Roth IRAs) are subject to special required minimum distribution rules.

Withholding for IRAs, Simple IRAs, Roth IRAs, SEPs and SIMPLE IRAs: If you receive taxable income as a result of an annuity payout or a surrender, including surrenders under any optional withdrawal benefit rider, we may deduct withholding against the payment. Any withholding represents a prepayment of your tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, you can elect not to have any withholding occur.

If the payment is part of an annuity payout plan, we generally compute the amount of federal income tax withholding using payroll tables. You may complete our Form W-4P to use in calculating the withholding if you want withholding other than the default (single filing status with no adjustments). If the distribution is any other type of payment (such as partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion unless you elect a different percentage via our Form W-4R or another acceptable method.

The federal income tax withholding requirements differ if we deliver payment outside the United States or you are a non-resident alien.

Some states also may impose income tax withholding requirements similar to the federal withholding described above. If this should be the case, we may deduct state income tax withholding from the payment.

Withholding for all other qualified annuities where RiverSource or Ameriprise Trust Company is responsible for tax reporting: If you receive directly all or part of the contract value from a qualified annuity, mandatory 20% federal income tax withholding (and possibly state income tax withholding) generally will be imposed at the time the payout is made from the plan. Any withholding represents a prepayment of your tax due for the year. You take credit for these amounts on your annual income tax return. This mandatory withholding will not be imposed if instead of receiving the distribution check, you elect to have the distribution rolled over directly to an IRA or another eligible plan. Payments made to a surviving spouse instead of being directly rolled over to an IRA are also subject to mandatory 20% income tax withholding.

In the below situations, the distribution is subject to optional withholding instead of the mandatory 20% withholding. We will withhold 10% of the distribution amount unless you elect otherwise.

- the payout is one in a series of substantially equal periodic payouts, made at least annually, over your life or life expectancy (or the joint lives or life expectancies of you and your designated beneficiary) or over a specified period of 10 years or more;
- the payout is a RMD as defined under the Code;
- the payout is made on account of an eligible hardship; or
- the payout is a corrective distribution.

State withholding also may be imposed on taxable distributions.

Penalties: If you receive amounts from your qualified contract before reaching age 59½, you may have to pay a 10% IRS penalty on the amount includable in your ordinary income. However, this penalty generally will not apply to any amount received:

- because of your death;
- because you become disabled (as defined in the Code);
- if the distribution is part of a series of substantially equal periodic payments made at least annually, over your life or life expectancy (or joint lives or life expectancies of you and your beneficiary);
- if the distribution is made following severance from employment during or after the calendar year in which you attain age 55 (TSAs and annuities funding 401(a) plans only);
- to pay certain medical or education expenses (IRAs only);
- if the distribution is made from an inherited IRA; or
- any other instances, as allowed by the IRS.

Death benefits to beneficiaries: The entire death benefit generally is taxable as ordinary income to the beneficiary in the year he/she receives the payments from the qualified annuity. If you made non-deductible contributions to a traditional IRA, the portion of any distribution from the contract that represents after-tax contributions is not taxable as ordinary income to your beneficiary. Under current IRS requirements, you are responsible for keeping all records tracking your non-deductible contributions to an IRA. Death benefits under a Roth IRA generally are not taxable as ordinary income to the beneficiary if certain distribution requirements are met. (See "Benefits in Case of Death — If You Die Before the Settlement Date").

Change of retirement plan type: IRS regulations allow for rollovers of certain retirement plan distributions. In some circumstances, you may be able to have an intra-contract rollover, keeping the same features and conditions. If the annuity contract you have does not support an intra-contract rollover, you are able to request an IRS approved rollover to another annuity contract or other investment product that you choose. If you choose another annuity contract or investment product, you will be subject to new rules, including a new surrender charge schedule for an annuity contract, or other product rules as applicable.

Assignment: You may not assign or pledge your qualified contract as collateral for a loan.

Other

Purchase payment credits: These are considered earnings and are taxed accordingly when surrendered or paid out.

Special considerations if you select any optional rider: As of the date of this prospectus, we believe that charges related to these riders are not subject to current taxation. Therefore, we will not report these charges as partial surrenders from your contract. However, the IRS may determine that these charges should be treated as partial surrenders subject to taxation to the extent of any gain as well as the 10% tax penalty for surrenders before the age of 59½, if applicable, on the taxable portion.

We reserve the right to report charges for these riders as partial surrenders if we, as a withholding and reporting agent, believe that we are required to report them. In addition, we will report any benefits attributable to these riders on your death as an annuity death benefit distribution, not as proceeds from life insurance.

Important: Our discussion of federal tax laws is based upon our understanding of current interpretations of these laws. Federal tax laws or current interpretations of them may change. For this reason and because tax consequences are complex and highly individual and cannot always be anticipated, you should consult a tax advisor if you have any questions about taxation of your contract.

RiverSource Life of NY's tax status: We are taxed as a life insurance company under the Code. For federal income tax purposes, the subaccounts are considered a part of our company, although their operations are treated separately in accounting and financial statements. Investment income is reinvested in the fund in which each subaccount invests and becomes part of that subaccount's value. This investment income, including realized capital gains, is not subject to any withholding for federal or state income taxes. We reserve the right to make such a charge in the future if there is a change in the tax treatment of variable annuities or in our tax status as we then understand it.

The company includes in its taxable income the net investment income derived from the investment of assets held in its subaccounts because the company is considered the owner of these assets under federal income tax law. The company may claim certain tax benefits associated with this investment income. These benefits, which may include foreign tax credits and the corporate dividend received deduction, are not passed on to you since the company is the owner of the assets under federal tax law and is taxed on the investment income generated by the assets.

Tax qualification: We intend that the contract qualify as an annuity for federal income tax purposes. To that end, the provisions of the contract are to be interpreted to ensure or maintain such tax qualification, in spite of any other provisions of the contract. We reserve the right to amend the contract to reflect any clarifications that may be needed or are appropriate to maintain such qualification or to conform the contract to any applicable changes in the tax qualification requirements. We will send you a copy of any amendments.

Spousal status: When it comes to your marital status and the identification and naming of any spouse as a beneficiary or party to your contract, we will rely on the representations you make to us. Based on this reliance, we will issue and administer your contract in accordance with these representations. If you represent that you are married and your representation is incorrect or your marriage is deemed invalid for federal or state law purposes, then the benefits and rights under your contract may be different.

If you have any questions as to the status of your relationship as a marriage, then you should consult an appropriate tax or legal advisor.

Voting Rights

As a contract owner with investments in the subaccounts, you may vote on important fund policies until annuity payouts begin. Once they begin, the person receiving them has voting rights. We will vote fund shares according to the instructions of the person with voting rights.

Before annuity payouts begin, the number of votes you have is determined by applying your percentage interest in each subaccount to the total number of votes allowed to the subaccount.

After annuity payouts begin, the number of votes you have is equal to:

- the reserve held in each subaccount for your contract; divided by
- the net asset value of one share of the applicable fund.

As we make annuity payouts, the reserve for the contract decreases; therefore, the number of votes also will decrease.

We calculate votes separately for each subaccount. We will send notice of shareholders' meetings, proxy materials and a statement of the number of votes to which the voter is entitled. We are the legal owner of all fund shares and therefore hold all voting rights. However, to the extent required by law, we will vote the shares of each fund according to instructions we receive from contract owners. We will vote shares for which we have not received instructions and shares that we or our affiliates own in our own names in the same proportion as the votes for which we received instructions. As a result of this proportional voting, in cases when a small number of contract owners vote, their votes will have a greater impact and may even control the outcome.

Substitution of Investments

We may substitute the Funds in which the subaccounts invest if:

- laws or regulations change;
- the existing funds become unavailable; or
- in our judgment, the funds no longer are suitable (or no longer the most suitable) for the Subaccounts.

If any of these situations occur, we have the right to substitute a Fund currently listed in this prospectus (existing fund) for another Fund (new Fund), provided we obtain any required SEC and state insurance law approval. The new Fund may have higher fees and/or operating expenses than the existing Fund. Also, the new Fund may have investment objectives and policies and/or investment advisers which differ from the existing Fund.

We may also:

- add new Subaccounts;
- combine any two or more Subaccounts;
- transfer assets to and from the Subaccounts or the Variable Account; and
- eliminate or close any Subaccounts.

We will notify you of any substitution or change and obtain your approval if required.

In certain limited circumstances permitted by applicable law, we may amend the contract and take whatever action is necessary and appropriate without your consent or approval. We will obtain any required prior approval of the SEC or state insurance department before making any substitution or change.

About the Service Providers

Principal Underwriter

RiverSource Distributors, Inc. (RiverSource Distributors), our affiliate, serves as the principal underwriter and general distributor of the contract. Its offices are located at 70100 Ameriprise Financial Center, Minneapolis, MN 55474. RiverSource Distributors is a wholly-owned subsidiary of Ameriprise Financial, Inc.

Sales of the Contract

New contracts are not currently being offered.

- Only securities broker-dealers ("selling firms") registered with the SEC and members of the FINRA may sell the contract.
- The contracts are continuously offered to the public through authorized selling firms. We and RiverSource Distributors have a sales agreement with the selling firm. The sales agreement authorizes the selling firm to offer the contracts

to the public. RiverSource Distributors pays the selling firm (or an affiliated insurance agency) for contracts its financial advisors sell. The selling firm may be required to return sales commissions under certain circumstances including but not limited to when contracts are returned under the free look period.

Payments to Selling Firms

- We may use compensation plans which vary by selling firm. For example, some of these plans pay selling firms a commission of up to 6.00% each time a purchase payment is made. We may also pay ongoing trail commissions of up to 1.25% of the contract value. We do not pay or withhold payment of commissions based on which investment options you select.
- We may pay selling firms a temporary additional sales commission of up to 1% of purchase payments for a period of time we select. For example, we may offer to pay a temporary additional sales commission to get selling firms to market a new or enhanced contract or to increase sales during the period.
- In addition to commissions, we may, in order to promote sales of the contracts, and as permitted by applicable laws and regulations, pay or provide selling firms with other promotional incentives in cash, credit or other compensation. We generally (but may not) offer these promotional incentives to all selling firms. The terms of such arrangements differ between selling firms. These promotional incentives may include but are not limited to:
- sponsorship of marketing, educational, due diligence and compliance meetings and conferences we or the selling firm may conduct for financial advisors, including subsidy of travel, meal, lodging, entertainment and other expenses related to these meetings;
- marketing support related to sales of the contract including for example, the creation of marketing materials, advertising and newsletters;
- providing service to contract owners; and
- funding other events sponsored by a selling firm that may encourage the selling firm's financial advisors to sell the contract.

These promotional incentives or reimbursements may be calculated as a percentage of the selling firm's aggregate, net or anticipated sales and/or total assets attributable to sales of the contract, and/or may be a fixed dollar amount. As noted below this additional compensation may cause the selling firm and its financial advisors to favor the contracts.

Sources of Payments to Selling Firms

We pay the commissions and other compensation described above from our assets. Our assets may include:

- revenues we receive from fees and expenses that you will pay when buying, owning and surrendering the contract (see "Expense Summary");
- compensation we or an affiliate receive from the underlying funds in the form of distribution and services fees (see "The Variable Account and the Funds — The funds");
- compensation we or an affiliate receive from a fund's investment adviser, subadviser, distributor or an affiliate of any of these (see "The Variable Account and the Funds — The funds"); and
- revenues we receive from other contracts and policies we sell that are not securities and other businesses we conduct.

You do not directly pay the commissions and other compensation described above as the result of a specific charge or deduction under the contract. However, you may pay part or all of the commissions and other compensation described above indirectly through:

- fees and expenses we collect from contract owners, including surrender charges; and
- fees and expenses charged by the underlying funds in which the subaccounts you select invest, to the extent we or one of our affiliates receive revenue from the funds or an affiliated person.

Potential Conflicts of Interest

Compensation payment arrangements with selling firms can potentially:

- give selling firms a heightened financial incentive to sell the contract offered in this prospectus over another investment with lower compensation to the selling firm.
- cause selling firms to encourage their financial advisors to sell you the contract offered in this prospectus instead of selling you other alternative investments that may result in lower compensation to the selling firm.
- cause selling firms to grant us access to its financial advisors to promote sales of the contract offered in this prospectus, while denying that access to other firms offering similar contracts or other alternative investments which may pay lower compensation to the selling firm.

Payments to Financial Advisors

- The selling firm pays its financial advisors. The selling firm decides the compensation and benefits it will pay its financial advisors.
- To inform yourself of any potential conflicts of interest, ask your financial advisor before you buy how the selling firm and its financial advisors are being compensated and the amount of the compensation that each will receive if you buy the contract.

Issuer

We issue the contracts. We are a stock life insurance company organized in 1972 under the laws of the state of New York and are located at 20 Madison Avenue Extension, Albany, New York 12203. Our mailing address is P.O. Box 5144, Albany, New York 12205. We are a wholly-owned subsidiary of RiverSource Life Insurance Company, which is a wholly-owned subsidiary of Ameriprise Financial, Inc.

We conduct a conventional life insurance business. Our primary products currently include fixed and variable annuity contracts and life insurance policies.

Legal Proceedings

RiverSource Life of NY (the Company) is involved in the normal course of business in legal proceedings which include regulatory inquiries, arbitration and litigation, including class actions, concerning matters arising in connection with conduct of its activities. These include proceedings specific to the Company as well as proceedings generally applicable to business practices in the industries in which it operates. The Company can also be subject to legal proceedings arising out of its general business activities, such as its investments, contracts, and employment relationships. Uncertain economic conditions, heightened and sustained volatility in the financial markets and significant financial reform legislation may increase the likelihood that clients and other persons or regulators may present or threaten legal claims or that regulators increase the scope or frequency of examinations of the Company or the insurance industry generally.

As with other insurance companies, the level of regulatory activity and inquiry concerning the Company's businesses remains elevated. From time to time, the Company and its affiliates, including Ameriprise Financial Services, LLC ("AFS") and RiverSource Distributors, Inc. receive requests for information from, and/or are subject to examinations or claims by various state, federal and other domestic authorities. The Company and its affiliates typically have numerous pending matters, which includes information requests, exams or inquiries regarding their business activities and practices and other subjects, including from time to time: sales and distribution of various products, including the Company's life insurance and variable annuity products; supervision of associated persons, including AFS financial advisors and RiverSource Distributors, Inc.'s wholesalers; administration of insurance and annuity claims; security of client information; and transaction monitoring systems and controls. The Company and its affiliates have cooperated and will continue to cooperate with the applicable regulators.

These legal proceedings are subject to uncertainties and, as such, it is inherently difficult to determine whether any loss is probable or even reasonably possible, or to reasonably estimate the amount of any loss. The Company cannot predict with certainty if, how or when any such proceedings will be initiated or resolved. Matters frequently need to be more developed before a loss or range of loss can be reasonably estimated for any proceeding. An adverse outcome in one or more proceedings could eventually result in adverse judgments, settlements, fines, penalties or other sanctions, in addition to further claims, examinations or adverse publicity that could have a material adverse effect on the Company's financial condition, results of operations or liquidity.

Financial Statements

The financial statements for the RiverSource of New York Variable Annuity Account, as well as the consolidated financial statements of the RiverSource Life of NY, are in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by calling us at 1-800-862-7919, or can be found online at **www.ameriprise.com/variableannuities.**

Appendix A: Funds Available Under the Contract

The following is a list of funds available under the contract. More information about the funds is available in the prospectuses for the funds, which may be amended from time to time and can be found online at riversource.com. You can also request this information at no cost by calling 1-800-862-7919 or by sending an email request to riversource.annuityservice@ampf.com. Depending on the optional benefits you choose, you may not be able to invest in certain funds. See table below, "Funds Available Under the Optional Benefits Offered Under the Contract

The current expenses and performance information below reflects fee and expenses of the funds, but do not reflect the other fees and expenses that your contract may charge. Expenses would be higher and performance would be lower if these other charges were included. Each fund's past performance is not necessarily an indication of future performance.

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	**5 Year**	**10 Year**
Seeks to maximize total return consistent with AllianceBernstein's determination of reasonable risk.	AB VPS Dynamic Asset Allocation Portfolio (Class B)[1] *AllianceBernstein L.P.*	1.10%[2]	13.48%	4.03%	3.22%
Seeks long-term growth of capital.	AB VPS International Value Portfolio (Class B) *AllianceBernstein L.P.*	1.15%	14.83%	5.55%	1.83%
Seeks long-term growth of capital.	AB VPS Large Cap Growth Portfolio (Class B) *AllianceBernstein L.P.*	0.91%[2]	34.78%	17.56%	14.60%
Seeks long-term growth of capital.	AB VPS Relative Value Portfolio (Class B) *AllianceBernstein L.P.*	0.86%[2]	11.72%	11.57%	9.05%
Seeks long-term growth of capital.	AB VPS Sustainable Global Thematic Portfolio (Class B) *AllianceBernstein L.P.*	1.17%[2]	15.70%	13.27%	9.33%
Seeks long-term capital appreciation.	Allspring VT Opportunity Fund - Class 2 *Allspring Funds Management, LLC, adviser; Allspring Global Investments, LLC, sub-adviser.*	1.00%[2]	26.50%	14.74%	10.32%
Seeks long-term capital appreciation.	Allspring VT Small Cap Growth Fund - Class 2 *Allspring Funds Management, LLC, adviser; Allspring Global Investments, LLC, sub-adviser.*	1.17%	4.11%	7.68%	6.60%
The Portfolio seeks investment results that correspond (before fees and expenses) generally to the price and yield performance of its underlying index, the Alerian Midstream Energy Select Index (the "Index").	ALPS | Alerian Energy Infrastructure Portfolio: Class III *ALPS Advisors, Inc.*	1.30%[2]	13.91%	10.67%	2.70%
Seeks high total investment return.	BlackRock Global Allocation V.I. Fund (Class III) *BlackRock Advisors, LLC, adviser; BlackRock (Singapore) Limited and BlackRock International Limited, sub-advisers.*	1.02%[2]	12.49%	7.39%	4.63%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks long-term growth of capital. Under normal circumstances, the fund invests at least 80% of its assets in equity securities of companies with small market capitalizations and related investments.	ClearBridge Variable Small Cap Growth Portfolio - Class I *Legg Mason Partners Fund Advisor, LLC, investment manager; ClearBridge Investments, LLC, sub-adviser. (Western Asset Management Company manages the portion of cash and short-term investments allocated to it)*	0.80%	8.40%	9.56%	7.89%
Seeks maximum total investment return through a combination of capital growth and current income.	Columbia Variable Portfolio - Balanced Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.89%	21.23%	10.83%	7.94%
Seeks to provide shareholders with total return.	Columbia Variable Portfolio - Commodity Strategy Fund (Class 2) *Columbia Management Investment Advisers, LLC*	1.01%[2]	(7.14%)	9.08%	(0.97%)
Seeks total return, consisting of long-term capital appreciation and current income.	Columbia Variable Portfolio - Contrarian Core Fund (Class 2) *Columbia Management Investment Advisers, LLC*	0.95%[2]	31.88%	16.54%	11.54%
Seeks to provide shareholders with capital appreciation.	Columbia Variable Portfolio - Disciplined Core Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.81%	24.21%	13.69%	11.02%
Seeks to provide shareholders with a high level of current income and, as a secondary objective, steady growth of capital.	Columbia Variable Portfolio - Dividend Opportunity Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.87%[2]	4.95%	10.34%	7.87%
Non-diversified fund that seeks to provide shareholders with high total return through current income and, secondarily, through capital appreciation.	Columbia Variable Portfolio - Emerging Markets Bond Fund (Class 2) *Columbia Management Investment Advisers, LLC*	1.00%[2]	10.02%	1.57%	2.20%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Emerging Markets Fund (Class 3) *Columbia Management Investment Advisers, LLC*	1.22%[2]	9.31%	3.54%	2.51%
Seeks to provide shareholders with high total return through income and growth of capital.	Columbia Variable Portfolio - Global Strategic Income Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.72%[2]	9.81%	2.18%	0.42%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with maximum current income consistent with liquidity and stability of principal.	Columbia Variable Portfolio - Government Money Market Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.49%[2]	4.61%	1.56%	0.95%
Seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.	Columbia Variable Portfolio - High Yield Bond Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.77%[2]	12.08%	5.47%	4.32%
Seeks to provide shareholders with a high total return through current income and capital appreciation.	Columbia Variable Portfolio - Income Opportunities Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.77%[2]	11.51%	5.15%	4.12%
Seeks to provide shareholders with a high level of current income while attempting to conserve the value of the investment for the longest period of time.	Columbia Variable Portfolio - Intermediate Bond Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.64%	6.19%	1.47%	2.12%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Large Cap Growth Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.85%	42.95%	18.14%	13.51%
Seeks to provide shareholders with long-term capital appreciation.	Columbia Variable Portfolio - Large Cap Index Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.38%	25.82%	15.23%	11.56%
Seeks to provide shareholders with a level of current income consistent with preservation of capital.	Columbia Variable Portfolio - Limited Duration Credit Fund (Class 2) *Columbia Management Investment Advisers, LLC*	0.66%[2]	6.66%	2.36%	1.65%
Seeks total return, consisting of current income and capital appreciation.	Columbia Variable Portfolio - Long Government/Credit Bond Fund (Class 2) *Columbia Management Investment Advisers, LLC*	0.74%[2]	6.68%	0.81%	1.67%
Seeks to provide shareholders with capital appreciation.	Columbia Variable Portfolio - Overseas Core Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.92%	15.47%	8.09%	3.51%
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Large Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.83%	5.23%	11.99%	8.99%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with growth of capital.	Columbia Variable Portfolio - Select Mid Cap Growth Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.95%[2]	25.08%	12.93%	9.51%
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Mid Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.95%[2]	10.18%	13.20%	8.29%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.98%[2]	12.97%	10.05%	6.32%
Seeks to provide shareholders with current income as its primary objective and, as its secondary objective, preservation of capital.	Columbia Variable Portfolio - U.S. Government Mortgage Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.59%	5.55%	0.04%	1.45%
The portfolio is designed to achieve positive total return relative to the performance of the Bloomberg Commodity Index Total Return ("BCOM Index").	Credit Suisse Trust - Commodity Return Strategy Portfolio, Class 1 *Credit Suisse Asset Management, LLC*	1.05%	(9.11%)	7.23%	(1.21%)
Non-diversified fund that seeks to provide shareholders with total return that exceeds the rate of inflation over the long term.	CTIVP® - BlackRock Global Inflation-Protected Securities Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; BlackRock Financial Management, Inc., subadviser; BlackRock International Limited, sub-subadviser.*	0.75%[2]	3.95%	1.04%	2.23%
Seeks to provide shareholders with long-term capital growth.	CTIVP® - Principal Blue Chip Growth Fund (Class 1) *Columbia Management Investment Advisers, LLC, adviser; Principal Global Investors, LLC, subadviser.*	0.70%	39.54%	15.67%	13.48%
Seeks to provide shareholders with long-term growth of capital.	CTIVP® - Victory Sycamore Established Value Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; Victory Capital Management Inc., subadviser.*	0.95%	9.81%	14.18%	10.58%
Seeks capital appreciation.	DWS Alternative Asset Allocation VIP, Class B[3] *DWS Investment Management Americas Inc., adviser; RREEF America L.L.C., subadvisor.*	1.21%	5.67%	5.70%	2.63%
Seeks high level of current income.	Eaton Vance VT Floating-Rate Income Fund - Initial Class *Eaton Vance Management*	1.17%	11.21%	4.13%	3.22%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund® Portfolio Service Class 2 *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.*	0.81%	33.12%	16.36%	11.33%
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio Service Class 2 *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, subadvisers.*	0.82%	14.80%	12.17%	7.85%
Seeks long-term growth of capital.	Fidelity® VIP Overseas Portfolio Service Class 2 *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.*	0.98%	20.22%	9.71%	4.65%
Seeks a high level of current income and may also seek capital appreciation.	Fidelity® VIP Strategic Income Portfolio Service Class 2 *Fidelity Management & Research Company (the Adviser) is the fund's manager. Fidelity Management & Research Company (UK) Limited, Fidelity Management & Research Company (Hong Kong) Limited, Fidelity Management & Research Company (Japan) Limited, FIL Investment Advisers, FIL Investment Advisers (UK) Limited and FIL Investments (Japan) Limited, subadvisers.*	0.90%	9.18%	3.47%	3.10%
Seeks high total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of companies located anywhere in the world that operate in the real estate sector.	Franklin Global Real Estate VIP Fund - Class 2 *Franklin Templeton Institutional, LLC*	1.25%[2]	11.43%	3.88%	3.78%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to maximize income while maintaining prospects for capital appreciation. Under normal market conditions, the fund invests in a diversified portfolio of equity and debt securities.	Franklin Income VIP Fund - Class 2 *Franklin Advisers, Inc.*	0.71%[2]	8.62%	6.98%	5.01%
Seeks capital appreciation, with income as a secondary goal. Under normal market conditions, the fund invests primarily in U.S. and foreign equity securities that the investment manager believes are undervalued.	Franklin Mutual Shares VIP Fund - Class 2 *Franklin Mutual Advisers, LLC*	0.93%	13.46%	7.81%	5.43%
Seeks long-term total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of small capitalization companies.	Franklin Small Cap Value VIP Fund - Class 2 *Franklin Mutual Advisers, LLC*	0.91%[2]	12.75%	11.06%	7.04%
Seeks long-term growth of capital.	Goldman Sachs VIT Multi-Strategy Alternatives Portfolio - Advisor Shares[3] *Goldman Sachs Asset Management, L.P.*	1.36%[2]	7.53%	4.00%	-
Seeks long-term growth of capital and dividend income.	Goldman Sachs VIT U.S. Equity Insights Fund - Institutional Shares *Goldman Sachs Asset Management, L.P.*	0.56%[2]	23.81%	13.60%	10.97%
Non-diversified fund that seeks capital growth.	Invesco V.I. American Franchise Fund, Series II Shares *Invesco Advisers, Inc.*	1.11%	40.60%	15.88%	11.42%
Seeks total return with a low to moderate correlation to traditional financial market indices.	Invesco V.I. Balanced-Risk Allocation Fund, Series II Shares[1] *Invesco Advisers, Inc.*	1.13%[2]	6.40%	4.66%	3.79%
Seeks capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks.	Invesco V.I. Comstock Fund, Series II Shares *Invesco Advisers, Inc.*	1.00%	12.10%	13.20%	8.65%
Seeks capital appreciation.	Invesco V.I. Discovery Mid Cap Growth Fund, Series II Shares *Invesco Advisers, Inc.*	1.12%	12.85%	12.47%	9.52%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide reasonable current income and long-term growth of income and capital.	Invesco V.I. Diversified Dividend Fund, Series II Shares *Invesco Advisers, Inc.*	0.93%	8.77%	9.53%	7.53%
Seeks long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series II Shares *Invesco Advisers, Inc.*	1.15%	17.86%	8.15%	4.07%
Seeks capital appreciation.	Invesco V.I. Global Fund, Series II Shares *Invesco Advisers, Inc.*	1.07%	34.45%	12.02%	8.21%
Seeks total return	Invesco V.I. Global Strategic Income Fund, Series II Shares *Invesco Advisers, Inc.*	1.17%[2]	8.60%	1.04%	1.25%
Seeks long-term growth of capital.	Invesco V.I. Health Care Fund, Series II Shares *Invesco Advisers, Inc.*	1.23%	2.77%	8.49%	6.60%
Seeks capital appreciation.	Invesco V.I. Main Street Fund®, Series II Shares *Invesco Advisers, Inc.*	1.05%[2]	22.83%	13.28%	9.74%
Seeks capital appreciation.	Invesco V.I. Main Street Small Cap Fund®, Series II Shares *Invesco Advisers, Inc.*	1.13%	17.82%	12.79%	8.66%
Seeks long-term capital growth, consistent with preservation of capital and balanced by current income.	Janus Henderson Balanced Portfolio: Service Shares *Janus Henderson Investors US LLC*	0.87%	15.13%	9.37%	7.73%
Seeks to obtain maximum total return, consistent with preservation of capital.	Janus Henderson Flexible Bond Portfolio: Service Shares *Janus Henderson Investors US LLC*	0.82%[2]	5.29%	1.55%	1.66%
Seeks long-term growth of capital.	Janus Henderson Research Portfolio: Service Shares *Janus Henderson Investors US LLC*	0.82%	42.81%	16.54%	12.21%
Seeks total return.	Lazard Retirement Global Dynamic Multi-Asset Portfolio - Service Shares[1] *Lazard Asset Management, LLC*	1.05%[2]	10.81%	4.00%	3.77%
Seeks long-term capital growth. Income is a secondary objective.	LVIP American Century Mid Cap Value Fund, Service Class *Lincoln Financial Investments Corporation, investment adviser; American Century Investment Management, Inc., investment sub-adviser.*	1.01%[2]	6.03%	10.90%	8.61%
Seeks capital growth.	LVIP American Century Ultra® Fund, Service Class *Lincoln Financial Investments Corporation, investment adviser; American Century Investment Management, Inc., investment sub-adviser.*	0.90%[2]	43.27%	19.07%	14.47%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks long-term capital growth. Income is a secondary objective.	LVIP American Century Value Fund, Service Class *Lincoln Financial Investments Corporation, investment adviser; American Century Investment Management, Inc., investment sub-adviser.*	0.86%[2]	9.02%	11.71%	8.36%
Seeks to provide total return.	Macquarie VIP Asset Strategy Series - Service Class (previously Delaware Ivy VIP Asset Strategy, Class II) *Ivy Investment Management Company*	0.85%[2]	13.90%	8.27%	3.48%
Seeks capital appreciation.	MFS® Massachusetts Investors Growth Stock Portfolio - Service Class *Massachusetts Financial Services Company*	0.98%[2]	23.70%	16.39%	12.44%
Seeks total return.	MFS® Utilities Series - Service Class *Massachusetts Financial Services Company*	1.04%[2]	(2.33%)	8.05%	6.13%
The Fund seeks long-term capital growth by investing primarily in common stocks and other equity securities.	Morgan Stanley VIF Discovery Portfolio, Class II Shares *Morgan Stanley Investment Management Inc.*	1.05%[2]	44.13%	10.83%	8.38%
The Fund seeks to provide current income and capital appreciation.	Morgan Stanley VIF Global Real Estate Portfolio, Class II Shares *Morgan Stanley Investment Management Inc., adviser; Morgan Stanley Investment Management Limited and Morgan Stanley Investment Management Company, subadvisers.*	1.10%[2]	10.47%	0.30%	1.69%
Seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's environmental, social and governance (ESG) criteria.	Neuberger Berman AMT Sustainable Equity Portfolio (Class S) *Neuberger Berman Investment Advisers LLC*	1.16%	26.57%	13.69%	9.74%
Seeks maximum real return, consistent with preservation of real capital and prudent investment management.	PIMCO VIT All Asset Portfolio, Advisor Class[3] *Pacific Investment Management Company LLC (PIMCO)*	2.29%[2]	8.02%	5.90%	3.93%
Seeks total return which exceeds that of a blend of 60% MSCI World Index/40% Barclays U.S. Aggregate Index.	PIMCO VIT Global Managed Asset Allocation Portfolio, Advisor Class[3] *Pacific Investment Management Company LLC (PIMCO)*	1.34%[2]	12.85%	7.20%	5.14%
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO VIT Total Return Portfolio, Advisor Class *Pacific Investment Management Company LLC (PIMCO)*	0.85%	5.83%	0.98%	1.60%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration. Under normal market conditions, the fund invests at least 80% of its net assets in debt securities of any maturity.	Templeton Global Bond VIP Fund - Class 2 *Franklin Advisers, Inc.*	0.75%[2]	2.88%	(2.13%)	(0.66%)
Seeks long-term capital appreciation by investing in common stocks of gold-mining companies. The Fund may take current income into consideration when choosing investments.	VanEck VIP Global Gold Fund (Class S Shares) *Van Eck Associates Corporation*	1.45%[2]	10.41%	9.61%	4.61%
Seeks to provide a high level of total return that is consistent with an aggressive level of risk.	Variable Portfolio - Aggressive Portfolio (Class 2)[3] *Columbia Management Investment Advisers, LLC*	1.05%	17.22%	9.19%	6.47%
Seeks to provide a high level of total return that is consistent with an aggressive level of risk.	Variable Portfolio - Aggressive Portfolio (Class 4)[3] *Columbia Management Investment Advisers, LLC*	1.05%	17.19%	9.20%	6.47%
Seeks to provide a high level of total return that is consistent with a conservative level of risk.	Variable Portfolio - Conservative Portfolio (Class 2)[3] *Columbia Management Investment Advisers, LLC*	0.88%[2]	8.46%	2.66%	2.50%
Seeks to provide a high level of total return that is consistent with a conservative level of risk.	Variable Portfolio - Conservative Portfolio (Class 4)[3] *Columbia Management Investment Advisers, LLC*	0.88%[2]	8.39%	2.64%	2.50%
Pursues total return while seeking to manage the Fund’s exposure to equity market volatility.	Variable Portfolio - Managed Risk Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	1.02%[2]	12.26%	5.14%	-
Pursues total return while seeking to manage the Fund’s exposure to equity market volatility.	Variable Portfolio - Managed Risk U.S. Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	1.00%	14.54%	6.90%	-
Pursues total return while seeking to manage the Fund’s exposure to equity market volatility.	Variable Portfolio - Managed Volatility Conservative Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	0.95%	7.87%	2.39%	2.33%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Conservative Growth Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	0.98%	9.98%	3.66%	3.05%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Growth Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	1.02%	14.59%	6.34%	4.44%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Moderate Growth Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	0.99%	12.27%	5.07%	3.84%
Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Variable Portfolio - Moderate Portfolio (Class 2)[3] *Columbia Management Investment Advisers, LLC*	0.97%	12.96%	6.12%	4.63%
Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Variable Portfolio - Moderate Portfolio (Class 4)[3] *Columbia Management Investment Advisers, LLC*	0.97%	12.94%	6.12%	4.63%
Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Variable Portfolio - Moderately Aggressive Portfolio (Class 2)[3] *Columbia Management Investment Advisers, LLC*	1.01%	14.93%	7.56%	5.50%
Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Variable Portfolio - Moderately Aggressive Portfolio (Class 4)[3] *Columbia Management Investment Advisers, LLC*	1.01%	14.91%	7.57%	5.50%
Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Variable Portfolio - Moderately Conservative Portfolio (Class 2)[3] *Columbia Management Investment Advisers, LLC*	0.94%	10.50%	4.32%	3.54%
Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Variable Portfolio - Moderately Conservative Portfolio (Class 4)[3] *Columbia Management Investment Advisers, LLC*	0.94%	10.48%	4.31%	3.53%
Seeks to provide shareholders with long-term capital growth.	Variable Portfolio - Partners Core Equity Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; J.P. Morgan Investment Management Inc. and T. Rowe Price Associates, Inc., subadvisers.*	0.82%	24.55%	14.45%	10.33%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expenses Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with long-term capital appreciation.	Variable Portfolio - Partners Small Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; Segall Bryant & Hamill, LLC and William Blair Investment Management, LLC, subadvisers.*	0.94%[2]	11.26%	8.34%	4.83%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Conservative Growth Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	0.96%	11.22%	3.90%	-
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Growth Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	0.94%	16.80%	6.67%	-
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Moderate Growth Fund (Class 2)[1,3] *Columbia Management Investment Advisers, LLC*	0.94%	13.87%	5.37%	-
Seeks long-term capital appreciation.	Wanger Acorn *Columbia Wanger Asset Management, LLC*	0.95%[2]	21.74%	7.51%	7.20%
Seeks long-term capital appreciation.	Wanger International *Columbia Wanger Asset Management, LLC*	1.14%[2]	16.95%	6.45%	3.50%
Seeks to maximize total return.	Western Asset Variable Global High Yield Bond Portfolio - Class II *Legg Mason Partners Fund Adviser, LLC; Western Asset Management Company, LLC, Western Asset Management Company Limited & Western Asset Management Pte. Ltd., sub-advisors.*	1.08%	9.96%	3.17%	2.63%

1 This Fund is managed in a way that is intended to minimize volatility of returns. See "Principal Risks of Investing in the Contract."

2 This Fund and its investment adviser and/or affiliates have entered into a temporary expense reimbursement arrangement and/or fee waiver. The Fund's annual expenses reflect temporary fee reductions. Please see the Fund's prospectus for additional information.

3 This Fund is a fund of funds and invests substantially all of its assets in other underlying funds. Because the Fund invests in other funds, it will bear its pro rata portion of the operating expenses of those underlying funds, including management fees.

Funds Available Under the Optional Benefits Offered Under the Contract

For contracts issued with the optional living benefit riders, you are required to invest in the Portfolio Navigator or Portfolio Stabilizer funds listed below (See "Portfolio Navigator Program (PN Program) and Portfolio Stabilizer Funds"):

Portfolio Navigator funds:

1. Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)
2. Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)
3. Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)
4. Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)
5. Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)

Portfolio Stabilizer Funds:

1. Variable Portfolio – Managed Risk Fund (Class 2)
2. Variable Portfolio – Managed Risk U.S. Fund (Class 2)

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

Appendix B: Example — Surrender Charges

The purpose of this appendix is to illustrate the various surrender charge calculations. The examples may show hypothetical contract values. These contract values do not represent past or future performance. Actual contract values may be more or less than those shown and will depend on a number of factors, including but not limited to the investment experience of the subaccounts, Special DCA fixed account, regular fixed account and the fees and charges that apply to your contract.

Full surrender charge calculation — ten-year surrender charge schedule:
This is an example of how we calculate the surrender charge for a full surrender on a RAVA 4 Advantage contract with a ten-year surrender charge schedule with the following history:

- we receive a single $100,000 purchase payment; and
- you surrender the contract for its total value during the fourth contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

	Contract with Gain	Contract with Loss	
Contract Value at time of full surrender:	$120,000.00	$ 80,000.00	
Contract Value on prior anniversary:	115,000.00	85,000.00	
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:			
Earnings in the contract:	20,000.00	0.00	
10% of the prior anniversary's contract value:	11,500.00	8,500.00	
Total Free Amount:	20,000.00	8,500.00	
Step 2. We determine the TFA that is from Purchase Payments:			
Total Free Amount:	20,000.00	8,500.00	
Earnings in the contract:	20,000.00	0.00	
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00	
Step 3. We calculate the Premium Ratio (PR): **PR = [WD – TFA] / [CV – TFA]**			
WD =	120,000.00	80,000.00	= the amount of the surrender
TFA =	20,000.00	8,500.00	= the total free amount, step 1
CV =	120,000.00	80,000.00	= the contract value at the time of the surrender
PR =	100%	100%	= the premium ratio
Step 4. We calculate Chargeable Purchase Payments being Surrendered (CPP): **CPP = PR × (PP – PPF)**			
PR =	100%	100%	= premium ratio, step 3
PP =	100,000.00	100,000.00	= purchase payments not previously surrendered
PPF =	0.00	8,500.00	= purchase payments being surrendered free, step 2
CPP =	100,000.00	91,500.00	

	Contract with Gain	Contract with Loss
Step 5. We calculate the Surrender Charges:		
Chargeable Purchase Payments:	100,000.00	91,500.00
Surrender Charge Percentage:	7%	7%
Surrender Charge:	7,000.00	6,405.00
Step 6. We calculate the Net Surrender Value:	120,000.00	80,000.00
Contract Value Surrendered:	(7,000.00)	(6,405.00)
Contract Charge (assessed upon full surrender):	(50.00)	(50.00)
Net Full Surrender Proceeds:	**112,950.00**	**73,545.00**

Partial surrender charge calculation — ten-year surrender charge schedule:
This is an example of how we calculate the surrender charge for a partial surrender on a RAVA 4 Advantage contract with a ten-year surrender charge schedule with the following history:

- we receive a single $100,000 purchase payment; and
- you request a gross partial surrender of $50,000 during the fourth contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

	Contract with Gain	Contract with Loss	
Contract Value at time of partial surrender:	$120,000.00	$ 80,000.00	
Contract Value on prior anniversary:	115,000.00	85,000.00	
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:			
Earnings in the contract:	20,000.00	0.00	
10% of the prior anniversary's contract value:	11,500.00	8,500.00	
Total Free Amount:	20,000.00	8,500.00	
Step 2. We determine the TFA that is from Purchase Payments:			
Total Free Amount:	20,000.00	8,500.00	
Earnings in the contract:	20,000.00	0.00	
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00	
Step 3. We calculate the Premium Ratio (PR):			
PR = [WD – TFA] / [CV – TFA]			
WD =	50,000.00	50,000.00	= the amount of the surrender
TFA =	20,000.00	8,500.00	= the total free amount, step 1
CV =	120,000.00	80,000.00	= the contract value at the time of surrender
PR =	30%	58%	= the premium ratio

	Contract with Gain	Contract with Loss	
Step 4. We calculate the Chargeable Purchase Payments being Surrendered (CPP):			
CPP = PR × (PP – PPF)			
PR =	30%	58%	= premium ratio, step 3
PP =	100,000.00	100,000.00	= purchase payments not previously surrendered
PPF =	0.00	8,500.00	= purchase payments being surrendered free, step 2
CPP =	30,000.00	53,108.39	= chargeable purchase payments being surrendered
Step 5. We calculate the Surrender Charges:			
Chargeable Purchase Payments:	30,000.00	53,108.39	
Surrender Charge Percentage:	7%	7%	
Surrender Charge:	2,100	3,718	
Step 6. We calculate the Net Surrender Value:			
Contract Value Surrendered:	50,000.00	50,000.00	
Surrender Charge:	(2,100.00)	(3,717.59)	
Net Partial Surrender Proceeds:	**47,900.00**	**46,282.41**	

Full surrender charge calculation — three-year surrender charge schedule:
This is an example of how we calculate the surrender charge for a full surrender on a RAVA 4 Select contract with a three-year surrender charge schedule with the following history:

- we receive a single $100,000 purchase payment; and
- you surrender the contract for its total value during the second contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

	Contract with Gain	Contract with Loss
Contract Value at time of full surrender:	$120,000.00	$ 80,000.00
Contract Value on prior anniversary:	115,000.00	85,000.00
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:		
Earnings in the Contract:	20,000.00	0.00
10% of the prior anniversary's contract value:	11,500.00	8,500.00
Total Free Amount:	20,000.00	8,500.00
Step 2. We determine the TFA and Amount Free that is from Purchase Payments:		
Total Free Amount:	20,000.00	8,500.00
Earnings in the contract:	20,000.00	0.00
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00

		Contract with Gain	Contract with Loss	
Step 3. We calculate the Premium Ratio (PR):				
PR = [WD – TFA] / [CV – TFA]				
	WD =	120,000.00	80,000.00	= the amount of the surrender
	TFA =	20,000.00	8,500.00	= the total free amount, step 1
	CV =	120,000.00	80,000.00	= the contract value at the time of the surrender
	PR =	100%	100%	
Step 4. We calculate Chargeable Purchase Payments being Surrendered (CPP):				
CPP = PR × (PP – PPF)				
	PR =	100%	100%	= premium ratio, step 3
	PP =	100,000.00	100,000.00	= purchase payments not previously surrendered
	PPF =	0.00	8,500.00	= purchase payments being surrendered free, step 2
	CPP =	100,000.00	91,500.00	
Step 5. We calculate the Surrender Charges:				
	Chargeable Purchase Payments:	100,000.00	91,500.00	
	Surrender Charge Percentage:	7%	7%	
	Surrender Charge:	7,000.00	6,405.00	
Step 6. We calculate the Net Surrender Value:		120,000.00	80,000.00	
	Contract Value Surrendered:	(7,000.00)	(6,405.00)	
	Contract Charge (assessed upon full surrender):	(50.00)	(50.00)	
	Net Full Surrender Proceeds:	**112,950.00**	**73,545.00**	

Partial surrender charge calculation — three-year surrender charge schedule:

This is an example of how we calculate the surrender charge for a partial surrender on a RAVA 4 Select contract with a three-year surrender charge schedule with the following history:

- we receive a single $100,000 purchase payment; and
- you request a gross partial surrender of $50,000 during the second contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

We will look at two situations, one where the contract has a gain and another where there is a loss:

		Contract with Gain	Contract with Loss
	Contract Value at time of partial surrender:	$120,000.00	$ 80,000.00
	Contract Value on prior anniversary:	115,000.00	85,000.00
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:			
	Earnings in the contract:	20,000.00	0.00
	10% of the prior anniversary's contract value:	11,500.00	8,500.00
	Total Free Amount:	20,000.00	8,500.00

	Contract with Gain	Contract with Loss	
Step 2. We determine the Amount Free that is from Purchase Payments:			
Total Free Amount:	20,000.00	8,500.00	
Earnings in the contract:	20,000.00	0.00	
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00	
Step 3. We calculate the Premium Ratio (PR):			
PR = [WD – TFA] / [CV – TFA]			
WD =	50,000.00	50,000.00	= the amount of the surrender
TFA =	20,000.00	8,500.00	= the total free amount, step 1
CV =	120,000.00	80,000.00	= the contract value at the time of surrender
PR =	30%	58%	= the premium ratio
Step 4. We calculate the Chargeable Purchase Payments being Surrendered (CPP):			
CPP = PR × (PP – PPF)			
PR =	30%	58%	= premium ratio, step 3
PP =	100,000.00	100,000.00	= purchase payments not previously surrendered
PPF =	0.00	8,500.00	= purchase payments being surrendered free, step 2
CPP =	30,000.00	53,108.39	= chargeable purchase payments being surrendered
Step 5. We calculate the Surrender Charges:			
Chargeable Purchase Payments:	30,000.00	53,108.39	
Surrender Charge Percentage:	7%	7%	
Surrender Charge:	2,100	3,718	
Step 6. We calculate the Net Surrender Value:			
Contract Value Surrendered:	50,000.00	50,000.00	
Surrender Charge:	(2,100.00)	(3,717.59)	
Net Partial Surrender Proceeds:	**47,900.00**	**46,282.41**	

Appendix C: Example — Optional Death Benefits

The purpose of this appendix is to illustrate the operation of various optional death benefit riders.

In order to demonstrate these contract riders, an example may show hypothetical contract values. These contract values do not represent past or future performance. Actual contract values may be more or less than those shown and will depend on a number of factors, including but not limited to the investment experience of the subaccounts, Special DCA fixed account, regular fixed account and the fees and charges that apply to your contract.

The examples of the optional death benefits in appendix include partial surrenders to illustrate the effect of partial surrenders on the particular benefit. These examples are intended to show how the optional death benefits operate, and do not take into account whether a particular optional death benefit is part of a qualified annuity. Qualified annuities are subject to RMDs at certain ages (see "Taxes — Qualified Annuities — Required Minimum Distributions") which may require you to take partial surrenders from the contract. If you are considering the addition of certain death benefits to a qualified annuity, you should consult your tax advisor prior to making a purchase for an explanation of the potential tax implication to you.

Example — ROPP Death Benefit

- You purchase the contract (with the ROPP rider) with a payment of $20,000.
- The contract value falls to $18,000, at which point you take a $1,500 partial surrender, leaving a contract value of $16,500.

We calculate the death benefit as follows:

The total purchase payments minus adjustments for partial surrenders:	
Total purchase payments minus adjusted partial surrenders, calculated as:	$ 20,000
$\frac{\$1{,}500 \times \$20{,}000}{\$18{,}000} =$	—1,667
a death benefit of:	$ 18,333

Example — MAV Death Benefit

- You purchase the contract (with the MAV rider) with a payment of $20,000.
- On the first contract anniversary the contract value grows to $24,000.
- During the second contract year the contract value falls to $22,000, at which point you take a $1,500 partial surrender, leaving a contract value of $20,500.

We calculate the death benefit as follows:

The maximum anniversary value immediately preceding the date of death plus any payments made since that anniversary minus adjusted partial surrenders:

Greatest of your contract anniversary contract values:	$ 24,000
plus purchase payments made since that anniversary:	+0
minus adjusted partial surrenders, calculated as:	
$\frac{\$1{,}500 \times \$24{,}000}{\$22{,}000} =$	—1,636
for a death benefit of:	$ 22,364

Example — 5-Year MAV Death Benefit

- You purchase the contract (with the 5-Year MAV rider) with a payment of $20,000.
- On the fifth contract anniversary the contract value grows to $30,000.
- During the sixth contract year the contract value falls to $25,000, at which point you take a $1,500 partial surrender, leaving a contract value of $23,500.

We calculate the death benefit as follows:

The maximum 5-year anniversary value immediately preceding the date of death plus any payments made since that anniversary minus adjusted partial surrenders:

Greatest of your 5-year contract anniversary contract values:

plus purchase payments made since that anniversary:	+0
adjusted partial surrenders, calculated as:	
$\frac{\$1{,}500 \times \$30{,}000}{\$25{,}000} =$	—1,800

for a death benefit of:	$ 28,200

Appendix D: Example — Optional Living Benefits

The purpose of this appendix is to illustrate the operation of various optional living benefit riders.

In order to demonstrate these contract riders, an example may show hypothetical contract values. These contract values do not represent past or future performance. Actual contract values may be more or less than those shown and will depend on a number of factors, including but not limited to the investment experience of the subaccounts, Special DCA fixed account, regular fixed account and the fees and charges that apply to your contract.

These examples are intended to show how the optional riders operate, and do not take into account whether a particular optional rider is part of a qualified annuity. Qualified annuities are subject to RMDs at certain ages (see "Taxes — Qualified Annuities — Required Minimum Distributions") which may require you to take partial surrenders from the contract. If you are considering the addition of certain optional riders to a qualified annuity, you should consult your tax advisor prior to making a purchase for an explanation of the potential tax implication to you.

Example — SecureSource Flex Riders

EXAMPLE #1: Lifetime benefit not established at the time the contract and rider are purchased.

Assumptions:

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are the sole owner. You (and your spouse for the joint benefit) are age 61.
- Annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or the contract value times the ALP Percentage is greater than the ALP. Applied annual step-ups are indicated in bold.
- You elect the Moderate PN program investment option at issue.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	WAB	BDP	Basic Benefit GBA	Basic Benefit RBA	Basic Benefit GBP	Basic Benefit RBP	Lifetime Benefit ALP	Lifetime Benefit RALP
At Issue	$100,000	NA	$100,000	$100,000	0.0%	$100,000	$100,000	$6,000	$ 0	NA	NA
1	0	0	98,000	100,000	2.0%	100,000	100,000	6,000	0	NA	NA
2	0	0	105,000	105,000	0.0%	**105,000**	**105,000**	**6,300**	0	NA	NA
3	0	0	125,000	125,000	0.0%	**125,000**	**125,000**	**7,500**	**7,500**	NA	NA
3.5	0	6,000	111,000	118,590	6.4%	125,000	119,000	7,500	1,500	NA	NA
4	0	0	104,000	118,590	12.3%	125,000	119,000	7,500	7,500	7,140(1)	7,140(1)
5	0	0	90,000	118,590	24.1%	125,000	119,000	6,250(2)	6,250(2)	5,950(2)	5,950(2)
6	0	0	95,000	118,590	19.9%	125,000	119,000	7,500	7,500	7,140	7,140
6.5	0	7,500	87,500	87,500(3)	0.0%	125,000	111,500	7,500	0	5,250(3)	0
7	0	0	90,000	90,000	0.0%	125,000	111,500	7,500	7,500	**5,400**	**5,400**
7.5	0	10,000	70,000	70,000(4)	0.0%	70,000(4)	70,000(4)	4,200(4)	0	4,200(4)	0
8	0	0	75,000	75,000	0.0%	**75,000**	**75,000**	**4,500**	**4,500**	**4,500**	**4,500**

(1) The ALP and RALP are established on the contract anniversary following the date the covered person (younger covered spouse for Joint) reaches age 67 as the RBA times the ALP percentage.

(2) The ALP percentage and GBP Percentage are 6% when the BDP is less than 20% and 5% when the BDP is greater than or equal to 20%.

(3) The $7,500 withdrawal is greater than the $7,140 RALP allowed under the lifetime benefit and therefore excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or the ALP percentage times the contract value following the withdrawal. The WAB is reset to the ALP after the reset divided by the current ALP percentage. The BDP at the time of withdrawal is less than 20%, so the ALP percentage and GBP percentage are set at 6% for the remainder of the contract year.

(4) The $10,000 withdrawal is greater than both the $7,500 RBP allowed under the basic benefit and the $5,400 RALP allowed under the lifetime benefit and therefore excess withdrawal processing is applied to both benefits. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or the ALP percentage times the contract value following the withdrawal. The WAB is reset to the ALP after the reset divided by the current ALP percentage. The BDP at the time of withdrawal is less than 20%, so the ALP percentage and GBP percentage are set at 6% for the remainder of the contract year.

EXAMPLE #2: Lifetime benefit established at the time the contract and rider are purchased.

Assumptions:

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are the sole owner. You (and your spouse for the joint benefit) are age 67.

- Annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or the contract value times the ALP percentage is greater than the ALP. Applied annual step-ups are indicated in bold.
- You elect the Moderate PN program investment option at issue. On the 7th contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target PN program investment option under the contract is the Moderate PN program investment option.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	WAB	BDP	Basic Benefit				Lifetime Benefit	
						GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	NA	$100,000	$100,000	0.0%	$100,000	$100,000	$6,000	$ 0	$6,000	$ 0
1	0	0	105,000	105,000	0.0%	**105,000**	**105,000**	**6,300**	0	**6,300**	0
2	0	0	110,000	110,000	0.0%	**110,000**	**110,000**	**6,600**	0	**6,600**	0
3	0	0	105,000	110,000	4.5%	110,000	110,000	6,600	6,600(1)	6,600	6,600(1)
3.5	0	6,000	99,000	103,714	4.5%	110,000	104,000	6,600	600	6,600	600
4	0	0	95,000	103,714	8.4%	110,000	104,000	6,600	6,600	6,600	6,600
5	0	0	75,000	103,714	27.7%	90,000	104,000	5,500(2)	5,500(2)	5,500(2)	5,500(2)
5.5	0	10,000	70,000	70,000(3)	0.0%	70,000	70,000	3,500(3)	3,500(3)	3,500(3)	3,500(3)
6	0	0	75,000	75,000	0.0%	**75,000**	**75,000**	**4,500**	**4,500**	**4,500**	**4,500**
7	0	0	70,000	70,000(4)	0.0%	70,000(4)	70,000(4)	4,200(4)	4,200(4)	4,200(4)	4,200(4)

(1) At the end of the 3-Year waiting period, the RBP and RALP are set equal to the GBP and ALP, respectively.

(2) The ALP percentage and GBP percentage are 6% when the BDP is less than 20% and 5% when the BDP is greater than or equal to 20%.

(3) The $10,000 withdrawal is greater than both the $5,500 RBP and RALP allowed under the basic benefit and lifetime benefit, therefore excess withdrawal processing is applied to both benefits. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or the ALP percentage times the contract value following the withdrawal. The WAB is reset to the ALP after the reset divided by the current ALP Percentage. The BDP at the time of withdrawal is greater than or equal to 20%, so the ALP percentage and GBP percentage are set at 5% for the remainder of the contract year.

(4) Allocation to the Moderately Aggressive PN program investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP is reset to the lesser of the prior ALP or the ALP Percentage times the contract value. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option. The WAB is reset to the ALP after the reset divided by the current ALP percentage.

Example — Accumulation Benefit rider

The following example shows how the Accumulation Benefit rider works based on hypothetical values. It is not intended to depict investment performance of the contract.

The example assumes:

- You purchase the contract (with the Accumulation Benefit rider) with a payment of $100,000. No purchase payment credit applies.
- You make no additional purchase payments.
- You do not exercise the elective step-up option

End of Contract Year	Partial Surrender (beginning of year)	MCAV Adjustment for Partial Surrender	MCAV	Accumulation Benefit Amount	Hypothetical Assumed Contract Value
1	$ 0	$ 0	$100,000	$ 0	$112,000
2	0	0	102,400	0	128,000
3	0	0	108,000	0	135,000
4	0	0	108,000	0	125,000
5	0	0	108,000	0	110,000
6	2,000	1,964	106,036	0	122,000
7	0	0	112,000	0	140,000
8	0	0	112,000	0	121,000
9	5,000	4,628	107,372	0	98,000
10	0	0	107,372	22,372	85,000

Example — SecureSource Riders

EXAMPLE #1: Single Life Benefit: Covered Person has not reached age 68 at the time the contract and rider are purchased.

Assumptions:

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You are age 63.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- You elect the Moderate PN program investment option at issue. On the 1st contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target PN program investment option under the contract is the Moderate investment option.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ N/A	$100,000	$100,000	$100,000	$7,000	$7,000	$ N/A	$ N/A
0.5	0	5,000	92,000	100,000	95,000	7,000	2,000	N/A	N/A
1	0	0	90,000	90,000[(1)]	90,000[(1)]	6,300	6,300	N/A	N/A
2	0	0	81,000	90,000	90,000	6,300	6,300	N/A	N/A
5	0	0	75,000	90,000	90,000	6,300	6,300	5,400[(2)]	5,400[(2)]
5.5	0	5,400	70,000	90,000	84,600	6,300	900	5,400	0
6	0	0	69,000	90,000	84,600	6,300	6,300	5,400	5,400
6.5	0	6,300	62,000	90,000	78,300	6,300	0	3,720[(3)]	0
7	0	0	64,000	90,000	78,300	6,300	6,300	**3,840**	**3,840**
7.5	0	10,000	51,000	51,000[(4)]	51,000[(4)]	3,570	0	3,060[(4)]	0
8	0	0	55,000	**55,000**	**55,000**	**3,850**	**3,850**	**3,300**	**3,300**

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, spousal continuation, contract ownership change, or PN program investment option changes), you can continue to withdraw up to either the GBP of $3,850 each year until the RBA is reduced to zero, or the ALP of $3,300 each year until the later of your death or the RBA is reduced to zero.

(1) Allocation to the Moderately Aggressive investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP (if established) is reset to the lesser of the prior ALP or 6% of the contract value. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option.

(2) The ALP and RALP are established on the contract anniversary date following the date the covered person reaches age 68 as 6% of the RBA.

(3) The $6,300 withdrawal is greater than the $5,400 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $6,300 RBP allowed under the basic withdrawal benefit and the $3,840 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

EXAMPLE #2: Single Life Benefit: Covered Person has reached 68 at the time the contract and rider are purchased.

Assumptions:

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You are age 68.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- Your death occurs after 6½ contract years and your spouse continues the contract and rider. Your spouse is over age 65 and is the new covered person.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ N/A	$100,000	$100,000	$100,000	$7,000	$7,000	$6,000	$6,000
1	0	0	105,000	**105,000**	**105,000**	**7,350**	7,000[(1)]	**6,300**	6,000[(1)]
2	0	0	110,000	**110,000**	**110,000**	**7,700**	7,000[(1)]	**6,600**	6,000[(1)]
3	0	0	110,000	110,000	110,000	7,700	7,700[(2)]	6,600	6,600[(2)]

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
3.5	0	6,600	110,000	110,000	103,400	7,700	1,100	6,600	0
4	0	0	115,000	**115,000**	**115,000**	**8,050**	**8,050**	**6,900**	**6,900**
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,900(3)	0
5	0	0	120,000	**120,000**	**120,000**	**8,400**	**8,400**	**7,200**	**7,200**
5.5	0	10,000	122,000	120,000(4)	110,000(4)	8,400	0	7,200(4)	0
6	0	0	125,000	**125,000**	**125,000**	**8,750**	**8,750**	**7,500**	**7,500**
6.5	0	0	110,000	125,000	125,000	8,750	8,750	6,600(5)	6,600(5)
7	0	0	105,000	125,000	125,000	8,750	8,750	6,600	6,600

At this point, assuming no additional activity (step-ups, excess withdrawals, purchase payments, contract ownership change, or PN program investment option changes), your spouse can continue to withdraw up to either the GBP of $8,750 each year until the RBA is reduced to zero, or the ALP of $6,600 each year until the later of your spouse's death or the RBA is reduced to zero.

(1) The Annual Step-up has not been applied to the RBP or RALP because any withdrawal after step up during the waiting period would reverse any prior step- ups prior to determining if the withdrawal is excess. Therefore, during the waiting period, the RBP is the amount you can withdraw without incurring the GBA and RBA excess withdrawal processing, and the RALP is the amount you can withdraw without incurring the ALP excess withdrawal processing.

(2) On the third anniversary (after the end of the waiting period), the RBP and RALP are set equal to the GBP and ALP, respectively.

(3) The $8,050 withdrawal is greater than the $6,900 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $8,400 RBP allowed under the basic withdrawal benefit and the $7,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(5) At spousal continuation, the ALP is reset to the lesser of the prior ALP or 6% of the contract value and the RALP is reset to the ALP.

EXAMPLE #3: Joint Life Benefit: Younger Covered Spouse has not reached 68 at the time the contract and rider are purchased.

Assumptions:

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are age 62 and your spouse is age 63.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 5.5% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- You elect the Moderate PN program investment option at issue. On the 1st contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target investment option under the contract is the Moderate PN program investment option.
- Your death occurs after 9 ½ contract years and your spouse continues the contract and rider; the lifetime benefit is not reset.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ NA	$100,000	$100,000	$100,000	$7,000	$7,000	$ NA	$ NA
0.5	0	5,000	92,000	100,000	95,000	7,000	2,000	NA	NA
1	0	0	90,000	90,000(1)	90,000(1)	6,300	6,300	NA	NA
2	0	0	81,000	90,000	90,000	6,300	6,300	NA	NA
6	0	0	75,000	90,000	90,000	6,300	6,300	4,950(2)	4,950(2)
6.5	0	4950	70,000	90,000	85,050	6,300	1,350	4,950	0
7	0	0	69,000	90,000	85,050	6,300	6,300	4,950	4,950
7.5	0	6,300	62,000	90,000	78,750	6,300	0	3,410(3)	0
8	0	0	64,000	90,000	78,750	6,300	6,300	**3,520**	**3,520**
8.5	0	10,000	51,000	51,000(4)	51,000(4)	3,570	0	2,805(4)	0
9	0	0	55,000	**55,000**	**55,000**	**3,850**	**3,850**	**3,025**	**3,025**
9.5	0	0	54,000	55,000	55,000	3,850	3,850	3,025	3,025
10	0	0	52,000	55,000	55,000	3,850	3,850	3,025	3,025

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, or PN program investment option changes), your spouse can continue to withdraw up to either the GBP of $3,850 each year until the RBA is reduced to zero, or the ALP of $3,025 each year until the later of your spouse's death or the RBA is reduced to zero.

(1) Allocation to the Moderately Aggressive PN program investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP is reset to the lesser of the prior ALP or 5.5% of the contract value. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option.

(2) The ALP and RALP are established on the contract anniversary date following the date the younger Covered Spouse reaches age 68 as 5.5% of the RBA.

(3) The $6,300 withdrawal is greater than the $4,950 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 5.5% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $6,300 RBP allowed under the basic withdrawal benefit and the $3,520 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 5.5% of the contract value following the withdrawal.

EXAMPLE #4: Joint Life Benefit: Younger Covered Spouse has reached 68 at the time the contract and rider are purchased.

Assumptions:

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are age 71 and your spouse is age 70.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 5.5% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- Your death occurs after 6½ contract years and your spouse continues the contract and rider; the lifetime benefit is not reset.

Contract Duration	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At issue	$100,000	$ NA	$100,000	$100,000	$100,000	$7,000	$7,000	$5,500	$5,500
1	0	0	105,000	**105,000**	**105,000**	**7,350**	7,000(1)	**5,775**	5,500(1)
2	0	0	110,000	**110,000**	**110,000**	**7,700**	7,000(1)	**6,050**	5,500(1)
3	0	0	110,000	110,000	110,000	7,700	7,700(2)	6,050	6,050(2)
3.5	0	6,050	110,000	110,000	103,950	7,700	1,650	6,050	0
4	0	0	115,000	**115,000**	**115,000**	**8,050**	**8,050**	**6,325**	**6,325**
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,325(3)	0
5	0	0	120,000	**120,000**	**120,000**	**8,400**	**8,400**	**6,600**	**6,600**
5.5	0	10,000	122,000	120,000(4)	110,000(4)	8,400	0	6,600(4)	0
6	0	0	125,000	**125,000**	**125,000**	**8,750**	**8,750**	**6,875**	**6,875**
6.5	0	0	110,000	125,000	125,000	8,750	8,750	6,875	6,875
7	0	0	105,000	125,000	125,000	8,750	8,750	6,875	6,875

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, or PN program investment option changes), your spouse can continue to withdraw up to either the GBP of $8,750 each year until the RBA is reduced to zero, or the ALP of $6,875 each year until the later of your spouse's death or the RBA is reduced to zero.

(1) The Annual Step-up has not been applied to the RBP or RALP because any withdrawal after step up during the waiting period would reverse any prior step ups prior to determining if the withdrawal is excess. Therefore, during the waiting period, the RBP is the amount you can withdraw without incurring the GBA and RBA excess withdrawal processing, and the RALP is the amount you can withdraw without incurring the ALP excess withdrawal processing.

(2) On the third anniversary (after the end of the waiting period), the RBP and RALP are set equal to the GBP and ALP, respectively.

(3) The $8,050 withdrawal is greater than the $6,325 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 5.5% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $8,400 RBP allowed under the basic withdrawal benefit and the $6,600 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 5.5% of the contract value following the withdrawal.

Appendix E: Additional Required Minimum Distribution (RMD) Disclosure

This appendix describes our current administrative practice for determining the amount of withdrawals in any contract year which an owner may take under the *SecureSource* rider or GWB for Life rider to satisfy the RMD rules under 401(a)(9) of the Code without application of the excess withdrawal processing described in the rider. We reserve the right to modify this administrative practice at any time upon 30 days' written notice to you.

For *SecureSource* Flex riders, owners subject to annual RMD rules under the Section 401(a)(9) of the Code, withdrawing from this contract during the waiting period to satisfy these rules will set your benefits to zero. Amounts you withdraw from this contract (for *SecureSource* Flex riders, amounts you withdraw from this contract after the waiting period) to satisfy these rules are not subject to excess withdrawal processing under the terms of the rider, subject to the following rules and our current administrative practice:

(1) If on the date we calculated your Annual Life Expectancy Required Minimum Distribution Amount (ALERMDA), it is greater than the RBP from the beginning of the current contract year [(1)]

- Basic Additional Benefit Amount (BABA) will be set equal to that portion of your ALERMDA that exceeds the value of the RBP from the beginning of the current contract year. [(1)]
- Any withdrawals taken in a contract year will count first against and reduce the RBP for that contract year. These withdrawals will not be considered excess withdrawals as long as they do not exceed combined RBP and BABA values.
- Once the RBP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the BABA. These withdrawals will not be considered excess withdrawals with regard to the GBA and RBA as long as they do not exceed the remaining BABA.
- Once the BABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the GBA and RBA and will subject them all to the excess withdrawal processing described by the *SecureSource* rider or GWB for Life rider.

(2) If on the date we calculated your ALERMDA, it is greater than the RALP from the beginning of the current contract year[(1)],

- A Lifetime Additional Benefit Amount (LABA) will be set equal to that portion of your ALERMDA that exceeds the value of RALP from the beginning of the current contract year[(1)].
- Any withdrawals taken in a contract year will count first against and reduce the RALP for that contract year. These withdrawals will not be considered excess withdrawals as long as they do not exceed combined RALP and LABA values.
- Once the RALP for the current contract year has been depleted, any additional amounts withdrawn will count against and reduce the LABA. These withdrawals will not be considered excess withdrawals with regard to the ALP as long as they do not exceed the remaining LABA.
- Once the LABA has been depleted, any additional withdrawal amounts will be considered excess withdrawals with regard to the ALP and will subject the ALP to the excess withdrawal processing described by the *SecureSource* or GWB for Life rider.

(3) If the ALP is established on a contract anniversary where your current ALERMDA is greater than the new RALP,

- An initial LABA will be set equal to that portion of your ALERMDA that exceeds the new RALP.
- This new LABA will be immediately reduced by the amount that total withdrawals in the current calendar year exceed the new RALP, but shall not be reduced to less than zero.

[(1)] For *SecureSource* Flex riders, adjusted for any subsequent changes between 5% and 6% as described under "GBP Percentage and ALP Percentage."

The ALERMDA is:

(1) determined by us each calendar year (for *SecureSource* Flex riders, starting with the one in which the waiting period ends);

(2) based on your initial purchase payment and not the entire interest value in the calendar year of contract issue and therefore may not be sufficient to allow you to withdraw your RMD without causing an excess withdrawal;

(3) based solely on the value of the contract to which the *SecureSource* rider is attached as of the date we make the determination;

(4) based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code (applicable only to *SecureSource* riders); and

(5) based on the company's understanding and interpretation of the requirements for life expectancy distributions intended to satisfy the required minimum distribution rules under Code Section 401(a)(9) and the Treasury Regulations promulgated thereunder as applicable on the effective date of this prospectus, to:

1. IRAs under Section 408(b) of the Code;
2. Roth IRAs under Section 408A of the Code;
3. SIMPLE IRAs under Section 408(p) of the Code;
4. Simplified Employee Pension IRA (SEP) plans under Section 408(k) of the Code;
5. Custodial and investment only plans under Section 401(a) of the Code;
6. TSAs under Section 403(b) of the Code.

In the future, the requirements under tax law for such distributions may change and the life expectancy amount calculation provided under your *SecureSource* rider or GWB for Life rider may not be sufficient to satisfy the requirements under the tax law for these types of distributions. In such a situation, amounts withdrawn to satisfy such distribution requirements will exceed your available RBP or RALP amount and may result in the reduction of your GBA, RBA, and/or ALP as described under the excess withdrawal provision of the rider.

In cases where the Code does not allow the life expectancy of a natural person to be used to calculate the required minimum distribution amount (e.g., some ownerships by trusts and charities), we will calculate the life expectancy RMD amount as zero in all years.

Please consult your tax advisor about the impact of these rules prior to purchasing the *SecureSource* rider.

Appendix F: *SecureSource* Rider Disclosure

SECURESOURCE RIDERS

The *SecureSource* rider is not available for RAVA 4 Access.
There are two optional *SecureSource* riders available under your contract:

- *SecureSource* – Single Life; or
- *SecureSource* – Joint Life.

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

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

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

- ***Single Life:*** you are 80 or younger on the contract issue date, or, if an owner is a non natural person, then the annuitant is age 80 or younger on the contract issue date; or
- ***Joint Life:*** you and your spouse are 80 or younger on the contract issue date.

The *SecureSource* rider is not available under an inherited qualified annuity.

The *SecureSource* rider guarantees (unless the rider is terminated. See "Rider Termination" heading below.) that regardless of the investment performance of your contract you will be able to withdraw up to a certain amount each year from the contract before the annuity payouts begin until:

- ***Single Life:*** you have recovered at minimum all of your purchase payments plus any purchase payment credit or, if later, until death (see "At Death" heading below) — even if the contract value is zero.
- ***Joint Life:*** you have recovered at minimum all of your purchase payments plus any purchase payment credit or, if later, until the death of the last surviving covered spouse (see "Joint Life only: Covered Spouses" and "At Death" headings below) — even if the contract value is zero.

Your contract provides for annuity payouts to begin on the settlement date (see "Buying Your Contract — Settlement Date"). Before the settlement date, you have the right to surrender some or all of your contract value, less applicable administrative, surrender and rider charges imposed under the contract at the time of the surrender (see "Making the Most of Your Contract — Surrenders"). Because your contract value will fluctuate depending on the performance of the underlying funds in which the subaccounts invest, the contract itself does not guarantee that you will be able to take a certain surrender amount each year before the annuity payouts begin, nor does it guarantee the length of time over which such surrenders can be made before the annuity payouts begin.

For the purposes of this rider, the term "withdrawal" is equal to the term "surrender" in the contract or any other riders. Withdrawals will adjust contract values and benefits in the same manner as surrenders.

The *SecureSource* rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time.

Under the terms of the *SecureSource* rider, the calculation of the amount which can be withdrawn in each contract year varies depending on several factors, including but not limited to the waiting period (see "Waiting period" heading below) and whether or not the lifetime withdrawal benefit has become effective:

(1) The basic withdrawal benefit gives you the right to take limited withdrawals in each contract year and guarantees that over time the withdrawals will total an amount equal to, at minimum, your purchase payments plus any purchase payment credits (unless the rider is terminated. See "Rider Termination" heading below). Key terms associated with the basic withdrawal benefit are "Guaranteed Benefit Payment (GBP)", "Remaining Benefit Payment (RBP)", "Guaranteed Benefit Amount (GBA)" and "Remaining Benefit Amount (RBA)." See these headings below for more information.

(2) The lifetime withdrawal benefit gives you the right, under certain limited circumstances defined in the rider, to take limited withdrawals until the later of:

- ***Single Life:*** death (see "At Death" heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero (unless the rider is terminated. See "Rider Termination" heading below);
- ***Joint Life:*** death of the last surviving covered spouse (see "At Death" heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero (unless the rider is terminated. See "Rider Termination" heading below).

Key terms associated with the lifetime withdrawal benefit are “Annual Lifetime Payment (ALP)”, “Remaining Annual Lifetime Payment (RALP)”, “*Single Life only*: Covered Person”, “*Joint Life only*: Covered Spouses” and “Annual Lifetime Payment Attained Age (ALPAA).” See these headings below for more information.

Only the basic withdrawal benefit will be in effect prior to the date that the lifetime withdrawal benefit becomes effective. The lifetime withdrawal benefit becomes effective automatically on the rider anniversary date after the:

- ***Single Life:*** covered person reaches age 68, or the rider effective date if the covered person is age 68 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” heading below);
- ***Joint Life:*** younger covered spouse reaches age 68, or the rider effective date if the younger covered spouse is age 68 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” and “Annual Lifetime Payments (ALP)” headings below).

Provided annuity payouts have not begun, the *SecureSource* rider guarantees that you may take the following withdrawal amounts each contract year:

- Before the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal to the value of the RBP at the beginning of the contract year;
- After the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal to the value of the RALP or the RBP at the beginning of the contract year, but the rider does not guarantee withdrawal of the sum of both the RALP and the RBP in a contract year.

If you withdraw less than the allowed withdrawal amount in a contract year, the unused portion cannot be carried over to the next contract year. As long as your withdrawals in each contract year do not exceed the allowed annual withdrawal amount under the rider:

- ***Single Life:*** and there has not been a contract ownership change or spousal continuation of the contract, the guaranteed amounts available for withdrawal will not decrease;
- ***Joint Life:*** the guaranteed amounts available for withdrawal will not decrease.

If you withdraw more than the allowed annual withdrawal amount in a contract year, we call this an “excess withdrawal” under the rider. Excess withdrawals trigger an adjustment of a benefit’s guaranteed amount, which may cause it to be reduced (see “GBA Excess Withdrawal Processing,” “RBA Excess Withdrawal Processing,” and “ALP Excess Withdrawal Processing” headings below).

Please note that basic withdrawal benefit and lifetime withdrawal benefit each has its own definition of the allowed annual withdrawal amount. Therefore a withdrawal may be considered an excess withdrawal for purposes of the lifetime withdrawal benefit only, the basic withdrawal benefit only, or both.

If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see “Charges — Surrender Charges”). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. We pay you the amount you request. Any withdrawals you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full surrender of the contract, you will receive the remaining contract value less any applicable charges (see “Making the Most of Your Contract — Surrenders”).

The rider’s guaranteed amounts can be increased at the specified intervals if your contract value has increased. An annual step-up feature is available at each contract anniversary, subject to certain conditions, and may be applied automatically to your contract or may require you to elect the step-up (see “Annual Step-up” heading below). If you exercise the annual step-up election, the spousal continuation step-up election (see “Spousal Continuation Step-up” heading below), or change your PN program investment option, the rider charge may change (see “Charges”).

If you take withdrawals during the waiting period, any prior steps ups applied will be reversed and step-ups will not be available until the end of the waiting period. You may take withdrawals after the waiting period without reversal of prior step-ups.

You should consider whether a *SecureSource* rider is appropriate for you because:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Withdrawal Benefit Limitations:** The lifetime withdrawal benefit is subject to certain limitations, including but not limited to:

(a) ***Single Life:*** Once the contract value equals zero, payments are made for as long as the oldest owner or, if an owner is a nonnatural person, the oldest annuitant is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime withdrawal benefit terminates when a death benefit becomes payable (see “At Death” heading below). Therefore, if there are multiple contract owners the rider may terminate or the lifetime withdrawal benefit may be reduced when one of the contract owners dies the benefit terminates even though other contract owners are still living (except if the contract is continued under the spousal continuation provision of the contract).

Joint Life: Once the contract value equals zero, payments are made for as long as either covered spouse is living (see "If Contract Value Reduces to Zero" heading below). However, if the contract value is greater than zero, the lifetime withdrawal benefit terminates at the death of the last surviving covered spouse (see "At Death" heading below).

(b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If the both the ALP and the contract value are zero, the lifetime withdrawal benefit will terminate.

(c) When the lifetime withdrawal benefit is first established, the initial ALP is based on

 (i) Single Life: the basic withdrawal benefit's RBA at that time (see "Annual Lifetime Payment (ALP)" heading below), unless there has been a spousal continuation or ownership change; or

 (ii) Joint Life: the basic withdrawal benefit's RBA at that time (see "Annual Lifetime Payment (ALP)" heading below).

 Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.

(d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the rider will terminate.

- **Investment Allocation Restrictions:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds' investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds' investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See "The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds" section.) We reserve the right to add, remove or substitute approved investment options in the future. This requirement limits your choice of investment options. You may allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA fixed account, when available (see "The Special DCA Fixed Account"), and we will make monthly transfers into the investment option you have chosen. This means you will not be able to allocate contract value to all of the subaccounts or the regular fixed account that are available under the contract to contract owners who do not elect the rider. (See "Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.") You may make two elective investment option changes per contract year; we reserve the right to limit elective investment option changes if required to comply with the written instructions of a fund (see "Market Timing").

  You can allocate your contract value to any available investment options during the following times: (1) prior to your first withdrawal and (2) following a benefit reset as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your model portfolio (if applicable) or investment option to any available investment option.

  Immediately following a withdrawal your contract value will be reallocated to the target investment option as shown in your contract if your current investment option is more aggressive than the target investment option. This automatic reallocation is not included in the total number of allowed model changes per contract year and will not cause your rider fee to increase. The target investment option is currently the Moderate investment option. We reserve the right to change the target investment option to an investment option that is more aggressive than the current target investment option after 30 days written notice.

  After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option or any investment option that is more conservative than the target investment option without a benefit reset as described below. If you are in a withdrawal phase and you choose to allocate your contract value to an investment option that is more aggressive than the target investment option, your rider benefit will be reset as follows:

(a) the total GBA will be reset to the lesser of its current value or the contract value; and

(b) the total RBA will be reset to the lesser of its current value or the contract value; and

(c) the ALP, if established, will be reset to the lesser of its current value or 6% of the contract value; or:

 - Single Life: 6%;
 - Joint Life: 5.5%

of the contract value; and

(d) the GBP will be recalculated as described below, based on the reset GBA and RBA; and

(e) the RBP will be recalculated as the reset GBP less all prior withdrawals made during the current contract year, but not less than zero; and

(f) the RALP will be recalculated as the reset ALP less all prior withdrawals made during the current contract year, but not be less than zero.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **Limitations on Purchase of Other Riders under your Contract:** You may elect only the *SecureSource* – Single Life rider or the *SecureSource* – Joint Life rider. If you elect the *SecureSource* rider, you may not elect the Accumulation Benefit rider.
- **Non-Cancelable:** Once elected, the *SecureSource* rider may not be cancelled (except as provided under “Rider Termination” heading below) and the fee will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below). Dissolution of marriage does not terminate the *SecureSource* – Joint Life rider and will not reduce the fee we charge for this rider. The benefit under the *SecureSource* – Joint Life rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural ownership). The rider will terminate at the death of the contract owner (or annuitant in the case of nonnatural ownership) because the original spouse will be unable to elect the spousal continuation provision of the contract (see “Joint Life only: Covered Spouses” below).
- ***Joint Life:*** Limitations on Contract Owners, Annuitants and Beneficiaries: Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal continuation provision of the contract upon the owner’s death, only ownership arrangements that permit such continuation are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary. You are responsible for establishing ownership arrangements that will allow for spousal continuation.

  If you select the *SecureSource* – Joint Life rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse can not utilize the spousal continuation provision of the contract when the death benefit is payable.
- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. Currently, we limit the cumulative additional purchase payments to $100,000.
- **Interaction with Total Free Amount (TFA) contract provision:** The TFA is the amount you are allowed to surrender from the contract in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The TFA may be greater than the RBP or RALP under this rider. Any amount you withdraw in a contract year under the contract’s TFA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Tax Considerations for Nonqualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see “Taxes — Nonqualified Annuities”). Withdrawals are taxable income to the extent of earnings. Withdrawals of earnings before age 59½ may incur a 10% IRS early withdrawal penalty and may also be considered taxable income. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD that exceeds the guaranteed amount of withdrawal available under the rider and such withdrawals may reduce future benefits guaranteed under the rider. While the rider permits certain excess withdrawals to be made for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. See Appendix E for additional information.
- **Limitations on Tax-Sheltered Annuities (TSAs):** Your right to take withdrawals is restricted if your contract is a TSA (see “TSA — Special Provisions”). Therefore, a *SecureSource* rider may be of limited value to you.
- **Treatment of Non-Spousal Distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships are generally not recognized as marriages for federal tax purposes. For additional information see “Taxes — Other — Spousal status” section of this prospectus.

Key terms and provisions of the *SecureSource* rider are described below:

Withdrawal: The amount by which your contract value is reduced as a result of any withdrawal request. It may differ from the amount of your request due to any surrender charge.

Waiting period: The period of time starting on the rider effective date during which the annual step-up is not available if you take withdrawals. The current waiting period is three years.

Guaranteed Benefit Amount (GBA): The total cumulative withdrawals guaranteed by the rider under the basic withdrawal benefit. The maximum GBA is $5,000,000. The GBA cannot be withdrawn and is not payable as a death benefit. It is an interim value used to calculate the amount available for withdrawals each year under the basic withdrawal benefit (see "Guaranteed Benefit Payment" below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

The GBA is determined at the following times, calculated as described:

- *At contract issue* — the GBA is equal to the initial purchase payment, plus any purchase payment credit.
- *When you make additional purchase payments* — each additional purchase payment has its own GBA equal to the amount of the purchase payment, plus any purchase payment credit.
- *At step-up* — (see "Annual Step-up" and "Spousal Continuation Step-up" headings below).
- *When an individual RBA is reduced to zero* — the GBA that is associated with that RBA will also be set to zero.
- *When you make a withdrawal during the waiting period and after a step-up* — Any prior annual step-ups will be reversed. Step-up reversal means that the GBA associated with each purchase payment will be reset to the amount of that purchase payment, plus any purchase payment credit. The step-up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *When you make a withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment's GBA remain unchanged.
  - (b) *is greater than the total RBP* — **GBA excess withdrawal processing will be applied to the GBA.** If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step-ups have been reversed.

GBA EXCESS WITHDRAWAL PROCESSING

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment's GBA after the withdrawal will be reset to equal that payment's RBA after the withdrawal plus (a) times (b), where:

(a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and

(b) is each payment's GBA before the withdrawal less that payment's RBA after the withdrawal.

Remaining Benefit Amount (RBA): Each withdrawal you make reduces the amount that is guaranteed by the rider as future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract's life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is $5,000,000.

The RBA is determined at the following times, calculated as described:

- *At contract issue* — the RBA is equal to the initial purchase payment plus any purchase payment credit.
- *When you make additional purchase payments* — each additional purchase payment has its own RBA initially set equal to that payment's GBA (the amount of the purchase payment, plus any purchase payment credit).
- *At step up* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *When you make a withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the RBA associated with each purchase payment will be reset to the amount of that purchase payment, plus any purchase payment credit. The step up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *When you make a withdrawal at any time and the amount withdrawn is:*
  - (a) *less than or equal to the total RBP* — the total RBA is reduced by the amount of the withdrawal. If there have been multiple purchase payments, each payment's RBA is reduced in proportion to its RBP.
  - (b) *is greater than the total RBP* — **RBA excess withdrawal processing will be applied to the RBA.** Please note that if the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

RBA EXCESS WITHDRAWAL PROCESSING

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment's RBA will be reset. The total RBA will be reset according to the excess withdrawal processing described above. Each payment's RBA will be reset in the following manner:

1. The withdrawal amount up to the total RBP is taken out of each RBA bucket in proportion to its individual RBP at the time of the withdrawal; and
2. The withdrawal amount above the total RBP and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

Guaranteed Benefit Payment (GBP): At any time, the amount available for withdrawal in each contract year after the waiting period, until the RBA is reduced to zero, under the basic withdrawal benefit. At any point in time, each purchase payment has its own GBP, which is equal to the lesser of that payment's RBA or 7% of that payment's GBA, and the total GBP is the sum of the individual GBPs.

During the waiting period, the guaranteed annual withdrawal amount may be less than the GBP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual withdrawal amount during the waiting period is equal to the value of the RBP at the beginning of the contract year.

The GBP is determined at the following times, calculated as described:

- *At contract issue* — the GBP is established as 7% of the GBA value.
- *At each contract anniversary* — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value.
- *When you make additional purchase payments* — each additional purchase payment has its own GBP equal to the purchase payment amount, plus any purchase payment credit multiplied by 7%.
- *At step-up* — (see "Annual Step-up" and "Spousal Continuation Step-up" headings below).
- *When an individual RBA is reduced to zero* — the GBP associated with that RBA will also be reset to zero.
- *When you make a withdrawal during the waiting period and after a step-up* — Any prior annual step-ups will be reversed. Step-up reversal means that the GBA and the RBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. Each payment's GBP will be reset to 7% of the sum of purchase payment and any purchase payment credit. The step-up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *When you make a withdrawal at any time and the amount withdrawn is:*
  - *(a) less than or equal to the total RBP — the GBP remains unchanged.*
  - *(b) is greater than the total RBP — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value, based on the RBA and GBA after the withdrawal. If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step-ups have been reversed.*

Remaining Benefit Payment (RBP): The amount available for withdrawal for the remainder of the contract year under the basic withdrawal benefit. At any point in time, the total RBP is the sum of the RBPs for each purchase payment. During the waiting period, when the guaranteed amount may be less than the GBP, the value of the RBP at the beginning of the contract year will be that amount that is actually guaranteed each contract year.

The RBP is determined at the following times, calculated as described:

- *At the beginning of each contract year during the waiting period and prior to any withdrawal* — the RBP for each purchase payment is set equal to that purchase payment plus any purchase payment credit, multiplied by 7%.
- *At the beginning of any other contract year* — the RBP for each purchase payment is set equal to that purchase payment's GBP.
- *When you make additional purchase payments* — each additional purchase payment has its own RBP equal to that payment's GBP.
- *At step-up* — (see "Annual Step-up" and "Spousal Continuation Step-up" headings below).
- *At spousal continuation* — (see "Spousal Option to Continue the Contract" heading below).
- When an individual RBA is reduced to zero — the RBP associated with that RBA will also be reset to zero.
- *When you make any withdrawal* — the total RBP is reset to equal the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero. If there have been multiple purchase payments, each payment's RBP is reduced proportionately. **If you withdraw an amount greater than the RBP, GBA excess**

withdrawal processing and RBA excess withdrawal processing are applied and the amount available for future withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

Single Life only: **Covered Person:** The person whose life is used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered person is the oldest contract owner. If the owner is a nonnatural person, e.g., a trust or corporation, the covered person is the oldest annuitant. A spousal continuation or a change of contract ownership may reduce the amount of the lifetime withdrawal benefit and may change the covered person.

Joint Life only: **Covered Spouses:** The contract owner and his or her legally married spouse as defined under federal law, as named on the application and as shown in the contract for as long as the marriage is valid and in effect. If the contract owner is a nonnatural person (e.g., a trust), the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered spouses are established on the rider effective date and cannot be changed.

Annual Lifetime Payment Attained Age (ALPAA):

- ***Single Life:*** The covered person's age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 68.
- ***Joint Life:*** The age of the younger covered spouse at which time the lifetime benefit is established.

Annual Lifetime Payment (ALP): Once established, the ALP under the lifetime withdrawal benefit is at any time the amount available for withdrawals in each contract year after the waiting period until the later of:

- ***Single Life:*** death; or
- ***Joint Life:*** death of the last surviving covered spouse; or
- the RBA is reduced to zero.

The maximum ALP is $300,000. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the ALP is zero.

During the waiting period, the guaranteed annual lifetime withdrawal amount may be less than the ALP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual lifetime withdrawal amount during the waiting period is equal to the value of the RALP at the beginning of the contract year.

The ALP is determined at the following times:

- ***Single Life:*** *The later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 68* — the ALP is established as 6% of the total RBA.
- ***Joint Life:*** *The ALP is established as 5.5% of the total RBA on the earliest of the following dates:*
    - *(a) the rider effective date if the younger covered spouse has already reached age 68.*
    - *(b) the rider anniversary on/following the date the younger covered spouse reaches age 68.*
    - *(c) upon the first death of a covered spouse, then*
        - *(1) the date we receive written request when the death benefit is not payable and the surviving covered spouse has already reached age 68; or*
        - *(2) the date spousal continuation is effective when the death benefit is payable and the surviving covered spouse has already reached age 68; or*
        - *(3) the rider anniversary following the date the surviving covered spouse reaches age 68.*
    - *(d) Following dissolution of marriage of the covered spouses,*
        - *(1) the date we receive written request if the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) has already reached age 68; or*
        - *(2) the rider anniversary following the date the remaining covered spouse who is the owner (or annuitant in the case of nonnatural ownership) reaches age 68.*
- When you make additional purchase payments — each additional purchase payment increases the ALP by:
- ***Single Life:*** 6%;
- ***Joint Life:*** 5.5%

of the sum of the purchase payment plus any purchase payment credits.

- *At step-ups* — (see “Annual Step-up” and “Spousal Continuation Step-up” headings below).
- ***Single Life:*** *At spousal continuation or contract ownership change* — (see “Spousal Option to Continue the Contract” and “Contract Ownership Change” headings below).
- *When you make a withdrawal during the waiting period and after a step-up* — Any prior annual step-ups will be reversed. Step-up reversal means that the ALP will be reset to equal total purchase payments plus any purchase payment credit, multiplied by;
- ***Single Life:*** 6%;
- ***Joint Life:*** 5.5%

The step-up reversal will only happen once during the waiting period, when the first withdrawal is made.

- When you make a withdrawal at any time and the amount withdrawn is:
  (a) *less than or equal to the RALP* — the ALP remains unchanged.
  (b) *is greater than the RALP* — **ALP excess withdrawal processing will be applied to the ALP.** If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step-ups have been reversed.

ALP EXCESS WITHDRAWAL PROCESSING

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or:

- ***Single Life:*** *6%;*
- ***Joint Life*:** 5.5%

of the contract value immediately following the withdrawal.

Remaining Annual Lifetime Payment (RALP): The amount available for withdrawal for the remainder of the contract year under the lifetime withdrawal benefit. During the waiting period, when the guaranteed annual withdrawal amount may be less than the ALP, the value of the RALP at the beginning of the contract year will be the amount that is actually guaranteed each contract year. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the RALP is zero.

- **The RALP is determined at the following times:**
- *The RALP is established at the same time as the ALP, and:*
  (a) During the waiting period and prior to any withdrawals — the RALP is established equal to:
- ***Single Life:*** *6%;*
- ***Joint Life:*** *5.5%*

of purchase payments, plus purchase payment credit, multiplied by 6%.

  (b) *At any other time* — the RALP is established equal to the ALP less all prior withdrawals made in the contract year but not less than zero.

- *At the beginning of each contract year during the waiting period and prior to any withdrawals* — the RALP is set equal to the total purchase payments plus any purchase payment credit, multiplied by:
- ***Single Life:*** 6%;
- ***Joint Life:*** 5.5%
- *At the beginning of any other contract year* — the RALP is set equal to ALP.
- *When you make additional purchase payments* — each additional purchase payment increases the RALP by:
- ***Single Life:*** *6%;*
- ***Joint Life:*** *5.5%*

of the sum of the purchase payment amount plus any purchase payment credit.

- *At step-ups* — (see “Annual Step-up” and “Spousal Continuation Step-up” headings below).
- *When you make any withdrawal* — the RALP equals the RALP immediately prior to the withdrawal less the amount of the withdrawal but not less than zero. **If you withdraw an amount greater than the RALP, ALP excess withdrawal processing is applied** and may reduce the amount available for future withdrawals. When determining if a withdrawal will result in excess withdrawal processing, the applicable RALP will not yet reflect the amount of the current withdrawal.

Required Minimum Distributions (RMD): If you are taking RMDs from your contract and the RMD calculated separately for your contract is greater than the RBP or the RALP on the most recent contract anniversary, the portion of the RMD that exceeds the RBP or RALP on the most recent rider anniversary will not be subject to excess withdrawal processing provided that the following conditions are met:

- The RMD is for your contract alone;
- The RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- The RMD amount is otherwise based on the requirements of section 401(a)(9), related Code provisions and regulations thereunder that were in effect on the effective date of the rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

Withdrawal amounts greater than the RBP or RALP on the contract anniversary date that do not meet these conditions will result in excess withdrawal processing as described above. See Appendix E for additional information.

Step-up Date: The date any step-up becomes effective, and depends on the type of step-up being applied (see "Annual Step-up" and "Spousal Continuation Step-up" headings below).

Annual Step-up: Beginning with the first contract anniversary, an increase of the GBA, RBA, GBP, RBP, ALP and/or RALP values may be available. A step-up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn or paid upon death. Rather, a step-up determines the current values of the GBA, RBA, GBP, RBP, ALP and RALP, and may extend the payment period or increase the allowable payment.

The annual step-up may be available as described below, subject to the following rules:

- The annual step-up is effective on the step-up date.
- Only one step-up is allowed each contract year.
- If you take any withdrawals during the waiting period, any previously applied step-ups will be reversed and the Annual step-up will not be available until the end of the waiting period.
- On any rider anniversary where the RBA or, if established, the ALP would increase and the application of the step-up would not increase the rider charge, the annual step-up will be automatically applied to your contract, and the step-up date is the contract anniversary date.
- If the application of the step-up would increase the rider charge, the annual step-up is not automatically applied. Instead, you have the option to step-up for 30 days after the contract anniversary as long as either the contract value is greater than the total RBA or:
- ***Single Life:*** 6%;
- ***Joint Life:*** 5.5%

of the contract value is greater than the ALP, if established, on the step-up date. If you exercise the elective annual step-up option, you will pay the rider charge in effect on the step-up date. If you wish to exercise the elective annual step-up option, we must receive a request from you or your financial advisor. The step-up date is the date we receive your request to step-up. If your request is received after the close of business, the step-up date will be the next valuation day.

- The ALP and RALP are not eligible for step-ups until they are established. Prior to being established, the ALP and RALP values are both zero.
- Please note it is possible for the ALP to step-up even if the RBA or GBA do not step-up, and it is also possible for the RBA and GBA to step-up even if the ALP does not step-up.

The annual step-up resets the GBA, RBA, GBP, RBP, ALP and RALP values as follows:

- The total RBA will be reset to the greater of the total RBA immediately prior to the step-up date or the contract value on the step-up date.
- The total GBA will be reset to the greater of the total GBA immediately prior to the step-up date or the contract value on the step-up date.
- The total GBP will be reset using the calculation as described above based on the increased GBA and RBA.
- The total RBP will be reset as follows:
  - (a) During the waiting period and prior to any withdrawals, the RBP will not be affected by the step-up.
  - (b) At any other time, the RBP will be reset to the increased GBP less all prior withdrawals made in the current contract year, but not less than zero.
- The ALP will be reset to the greater of the ALP immediately prior to the step-up date or:
  - ***Single Life:*** 6%;
  - ***Joint Life:*** 5.5%

of the contract value on the step-up date.

- The RALP will be reset as follows:
  - (a) During the waiting period and prior to any withdrawals, the RALP will not be affected by the step-up.
  - (b) At any other time, the RALP will be reset to the increased ALP less all prior withdrawals made in the current contract year, but not less than zero.

Spousal Option to Continue the Contract upon Owner's Death:
Single Life: If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the SecureSource – Single Life rider also continues. When the spouse elects to continue the contract, any remaining waiting period is cancelled and any waiting period limitations on withdrawals and step-ups terminate; if the covered person changes due to a spousal continuation the GBA, RBA, GBP, RBP, ALP and RALP values are affected as follows:

- The GBA, RBA and GBP values remain unchanged.
- The RBP is automatically reset to the GBP less all prior withdrawals made in the current contract year, but not less than zero.
- *If the ALP has not yet been established and the new covered person has not yet reached age 68 as of the date of continuation* — the ALP will be established on the contract anniversary following the date the covered person reaches age 68 as the lesser of the RBA or the contract anniversary value, multiplied by 6%. The RALP will be established on the same date equal to the ALP.
- *If the ALP has not yet been established but the new covered person is age 68 or older as of the date of continuation* — the ALP will be established on the date of continuation as the lesser of the RBA or the contract value, multiplied by 6%. The RALP will be established on the same date in an amount equal to the ALP less all prior withdrawals made in the current contract year, but not less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 68 as of the date of continuation* — the ALP and RALP will be automatically reset to zero for the period of time beginning with the date of continuation and ending with the contract anniversary following the date the covered person reaches age 68. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%, and the RALP will be reset to the ALP.
- *If the ALP has been established and the new covered person is age 68 or older as of the date of continuation* — the ALP will be automatically reset to the lesser of the current ALP or 6% of the contract value on the date of continuation. The RALP will be reset to the ALP less all prior withdrawals made in the current contract year, but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the spousal continuation.

Joint Life: If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the SecureSource – Joint Life rider also continues. When the spouse elects to continue the contract, any remaining waiting period is cancelled and any waiting period limitations on withdrawals and step-ups terminate. The surviving covered spouse can name a new beneficiary, however, a new covered spouse cannot be added to the rider.

Spousal Continuation Step-up: At the time of spousal continuation, a step-up may be available. All annual step-up rules (see "Annual Step-Up" heading above), other than those that apply to the waiting period, also apply to the spousal continuation step-up. If the spousal continuation step-up is processed automatically, the step-up date is the valuation date spousal continuation is effective. If not, the spouse must elect the step-up and must do so within 30 days of the spousal continuation date. If the spouse elects the spousal continuation step-up, the step-up date is the valuation date we receive the spouse's written request to step-up if we receive the request by the close of business on that day, otherwise the next valuation date.

Rules for Surrender Provision of Your Contract: For surrenders, the surrender will be made from the variable subaccounts, and the Regular Fixed Account (if applicable) in the same proportion as your interest in each bears to the contract value less amounts in any Special DCA fixed account. You cannot specify from which accounts the surrender is to be made.

If Contract Value Reduces to Zero: If the contract value reduces to zero and the total RBA remains greater than zero, you will be paid in the following scenarios:

1) The ALP has not yet been established and the contract value is reduced to zero as a result of fees or charges or a withdrawal that is less than or equal to the RBP. In this scenario, you can choose to:
   - (a) receive the remaining schedule of GBPs until the RBA equals zero; or
   - (b) ***Single Life:*** wait until the rider anniversary following the date the covered person reaches age 68, and then receive the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero; or

(c) ***Joint Life:*** wait until the rider anniversary following the date the younger covered spouse reaches age 68, and then receive the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

2) The ALP has been established and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:

(a) the remaining schedule of GBPs until the RBA equals zero; or

(b) ***Single Life:*** the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero; or

(c) ***Joint Life:*** the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.

4) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the:

- ***Single Life:*** covered person;
- ***Joint Life:*** last surviving covered spouse.

Under any of these scenarios:

- The annualized amounts will be paid to you in the frequency you elect. You may elect a frequency offered by us at the time payments begin. Available payment frequencies will be no less frequent than annually;
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate; and
- ***Single Life:*** The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.
- ***Joint Life:*** If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

The SecureSource rider and the contract will terminate under either of the following two scenarios:

- If the contract value falls to zero as a result of a withdrawal that is greater than both the RALP and the RBP. This is full surrender of the contract value.
- If the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero.

At Death:
Single Life: If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract above.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person dies and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person is still alive and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the covered person or the RBA equals zero.
- If the covered person is still alive and the RBA equals zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the covered person.
- If the covered person dies and the RBA equals zero, the benefit terminates. No further payments will be made.

Joint Life: If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation provision of the contract and continue the contract as the new owner to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving covered spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract above.

If the contract value equals zero at the first death of a covered spouse, the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero.

If the contract value equals zero at the death of the last surviving covered spouse, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the RBA equals zero, the benefit terminates. No further payments will be made.

Contract Ownership Change:
Single Life: If the contract changes ownership (see “Changing Ownership”), the GBA, RBA, GBP, RBP values will remain unchanged and the ALP and RALP will be reset as follows. Our current administrative practice is to only reset the ALP and RALP if the covered person changes due to the ownership change.

- *If the ALP has not yet been established and the new covered person has not yet reached age 68 as of the ownership change date* — the ALP and the RALP will be established on the contract anniversary following the date the covered person reaches age 68. The ALP will be set equal to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the anniversary date occurs during the waiting period and prior to a withdrawal, the RALP will be set equal to the lesser of the ALP or total purchase payments plus any purchase payment credits, multiplied by 6%. If the anniversary date occurs at any other time, the RALP will be set equal to the ALP.
- *If the ALP has not yet been established but the new covered person is age 68 or older as of the ownership change date* — the ALP and the RALP will be established on the ownership change date. The ALP will be set equal to the lesser of the RBA or the contract value, multiplied by 6%. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be set to the lesser of the ALP or total purchase payments plus any purchase payment credits multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be set to the ALP less all prior withdrawals made in the current contract year but not less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 68 as of the ownership change date* — the ALP and the RALP will be reset to zero for the period of time beginning with the ownership change date and ending with the contract anniversary following the date the covered person reaches age 68. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the time period ends during the waiting period and prior to any withdrawals, the RALP will be reset to the lesser of the ALP or total purchase payments plus any purchase payment credits, multiplied by 6%. If the time period ends at any other time, the RALP will be reset to the ALP.
- *If the ALP has been established and the new covered person is age 68 or older as of the ownership change* date — the ALP and the RALP will be reset on the ownership change date. The ALP will be reset to the lesser of the current ALP or 6% of the contract value. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be reset to the lesser of the ALP or total purchase payments plus any purchase payment credits multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be reset to the ALP less all prior withdrawals made in the current contract year but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the ownership change.

Joint Life: Ownership changes are only allowed between the covered spouses or their revocable trust(s). No other ownership changes are allowed as long as the rider is in force.

Remaining Benefit Amount (RBA) Payout Option: Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the SecureSource rider.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the current total RBA at the time you begin this fixed annuity payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequent than annually. If, at the death of the owner, total payouts have been made for less than the RBA, the remaining payouts will be paid to the beneficiary (see “The Annuity Payout Period” and “Taxes”).

This option may not be available if the contract is issued to qualify under section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the number of years it will take to deplete the RBA by paying the GBP each year is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary's life or life expectancy. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

RIDER TERMINATION

The SecureSource rider cannot be terminated either by you or us except as follows:

1. ***Single Life:*** After the death benefit is payable the rider will terminate if:
   (a) any one other than your spouse continues the contract, or
   (b) your spouse does not use the spousal continuation provision of the contract to continue the contract.
2. ***Joint Life:*** After the death benefit is payable the rider will terminate if:
   (a) any one other than a covered spouse continues the contract, or
   (b) a covered spouse does not use the spousal continuation provision of the contract to continue the contract.
3. Annuity payouts under an annuity payout plan will terminate the rider.
4. Termination of the contract for any reason will terminate the rider.

Appendix G: Guarantor Withdrawal Benefit for Life Rider Disclosure

GUARANTOR WITHDRAWAL BENEFIT FOR LIFE (GWB FOR LIFE) RIDER

The GWB for Life rider is no longer available for sale.

The GWB for Life rider is an optional benefit that was offered for an additional annual charge if you are age 80 or younger on the contract issue date or, if an owner is a nonnatural person, then the annuitant is age 80 or younger on the contract issue date(1).

(1) The GWB for Life Rider is not available for RAVA 4 Access.

You must have elected the GWB for Life rider when you purchased your contract. The rider effective date will be the contract issue date. It is available for nonqualified annuities and qualified annuities except under 401(a) plans. It is not available under an inherited qualified annuity.

The GWB for Life rider guarantees that you will be able to withdraw up to a certain amount each year from the contract, regardless of the investment performance of your contract before the annuity payments begin, until you have recovered at minimum all of your purchase payments plus any purchase payment credits. And, under certain limited circumstances defined in the rider, you have the right to take a specified amount of partial withdrawals in each contract year until death (see “At Death” heading below) — even if the contract value is zero.

Your contract provides for annuity payouts to begin on the settlement date (see “Buying Your Contract — Settlement Date”). Before the settlement date, you have the right to surrender some or all of your contract value, less applicable administrative, surrender and rider charges imposed under the contract at the time of the surrender (see “Surrenders”). Because your contract value will fluctuate depending on the performance of the underlying funds in which the subaccounts invest, the contract itself does not guarantee that you will be able to take a certain surrender amount each year before the annuity payouts begin, nor does it guarantee the length of time over which such surrenders can be made before the annuity payouts begin.

The GWB for Life rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time.

Under the terms of the GWB for Life rider, the calculation of the amount which can be withdrawn in each contract year varies depending on several factors, including but not limited to the waiting period (see “Waiting period” heading below) and whether or not the lifetime withdrawal benefit has become effective:

(1) The basic withdrawal benefit gives you the right to take limited partial withdrawals in each contract year and guarantees that over time the withdrawals will total an amount equal to, at minimum, your purchase payments plus any purchase payment credits. Key terms associated with the basic withdrawal benefit are “Guaranteed Benefit Payment (GBP)”, “Remaining Benefit Payment (RBP),” “Guaranteed Benefit Amount (GBA),” and “Remaining Benefit Amount (RBA).” See these headings below for more information.

(2) The lifetime withdrawal benefit gives you the right, under certain limited circumstances defined in the rider, to take limited partial withdrawals until the later of death (see “At Death” heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero. Key terms associated with the lifetime withdrawal benefit are “Annual Lifetime Payment (ALP)”, “Remaining Annual Lifetime Payment (RALP)”, “Covered Person”, and “Annual Lifetime Payment Attained Age (ALPAA).” See these headings below for more information.

Only the basic withdrawal benefit will be in effect prior to the date that the lifetime withdrawal benefit becomes effective. The lifetime withdrawal benefit becomes effective automatically on the rider anniversary date after the covered person reaches age 68 or the rider effective date if the covered person is age 68 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” heading below).

Provided the annuity payouts have not begun, the GWB for Life rider guarantees that you may take the following partial withdrawal amounts each contract year:

- After the waiting period and before the establishment of the ALP, the rider guarantees that each contract year you can cumulatively withdraw an amount equal to the GBP;
- During the waiting period and before the establishment of the ALP, the rider guarantees that each contract year you can cumulatively withdraw an amount equal to the value of the RBP at the beginning of the contract year;
- After the waiting period and after the establishment of the ALP, the rider guarantees that each contract year you have the option to cumulatively withdraw an amount equal to the ALP or the GBP, but the rider does not guarantee withdrawals of the sum of both the ALP and the GBP in a contract year;
- During the waiting period and after the establishment of the ALP, the rider guarantees that each contract year you have the option to cumulatively withdraw an amount equal to the value of the RALP or the RBP at the beginning of the contract year, but the rider does not guarantee withdrawals of the sum of both the RALP and the RBP in a contract year;

If you withdraw less than the allowed partial withdrawal amount in a contract year, the unused portion cannot be carried over to the next contract year. As long as your partial withdrawals in each contract year do not exceed the annual partial withdrawal amount allowed under the rider, and there has not been a contract ownership change or spousal continuation of the contract, the guaranteed amounts available for partial withdrawals are protected (i.e. will not decrease).

If you withdraw more than the allowed partial withdrawal amount in a contract year, we call this an "excess withdrawal" under the rider. Excess withdrawals trigger an adjustment of a benefit's guaranteed amount, which may cause it to be reduced (see "GBA Excess Withdrawal Processing", "RBA Excess Withdrawal Processing", and "ALP Excess Withdrawal Processing" headings below).

Please note that each of the two benefits has its own definition of the allowed annual withdrawal amount. Therefore, a partial withdrawal may be considered an excess withdrawal for purposes of the lifetime withdrawal benefit only, basic benefit only, or both.

If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see "Charges – Surrender Charges"). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. We pay you the amount you request. Any partial withdrawals you take under the contract will reduce the value of the death benefits. (see "Benefits in Case of Death" and "Optional Benefits"). Upon full surrender of the contract, you will receive the remaining contract value less any applicable charges (see "Surrenders").

The rider's guaranteed amounts can be increased at the specified intervals if your contract value has increased. An annual step up feature is available at each contract anniversary, subject to certain conditions, and may be applied automatically to your contract or may require you to elect the step up (see "Annual Step Up" heading below). If you exercise the annual step up election, the spousal continuation step up election (see "Spousal Continuation Step Up" heading below) or change your PN program investment option, the rider charge may increase (see "Charges").

If you take withdrawals during the waiting period, any prior steps ups applied will be reversed and step ups will not be available until the end of waiting period. You may take withdrawals after the waiting period without reversal of prior step ups.

You should consider whether the GWB for Life rider is appropriate for you because:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **Lifetime Withdrawal Benefit Limitations:** The lifetime withdrawal benefit is subject to certain limitations, including but not limited to:
  (a) Once the contract equals zero, payments are made for as long as the oldest owner or, if an owner is a nonnatural person, the oldest annuitant, is living (see "If Contract Value Reduces to Zero" heading below). However, if the contract value is greater than zero, the guaranteed lifetime withdrawal benefit terminates when a death benefit becomes payable (see "At Death" heading below). Therefore, if there are multiple contract owners, the rider may terminate or the lifetime benefit may be reduced. When one of the contract owners dies the benefit terminates even though other contract owners are still living, (except if the contract is continued under the spousal continuation provision of the contract).
  (b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If the both the ALP and the contract value are zero, the lifetime withdrawal benefit will terminate.
  (c) When the lifetime withdrawal benefit is first established, the initial ALP is based on the basic withdrawal benefit's RBA at that time (see "Annual Lifetime Payment (ALP)" heading below), unless there has been a spousal continuation or ownership change. Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.
  (d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the GWB for Life rider will terminate.
- **Investment Allocation Restrictions:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds' investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds' investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See "The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds" section.) We reserve the right to add, remove or substitute approved investment options at any time and in our sole discretion in the future. This requirement limits your choice of investments. You may allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA fixed account, when available (see "The Special DCA Fixed Account"), and we will make monthly transfers into the investment option you have chosen. This means you will not be able to allocate contract value to all of the subaccounts, or the regular fixed

account that are available under the contract to contract owners who do not elect this rider. (See "Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.") We reserve the right to limit the number of investment options from which you can select based on the dollar amount of purchase payments you make.

- **Limitations on Purchase Payments:** We reserve the right to limit the cumulative amount of purchase payments, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. Currently, we restrict cumulative subsequent purchase payments to $100,000.
- **Limitations on Purchase of Other Riders under this Contract:** If you select the GWB for Life rider, you may not elect the Accumulation Benefit rider.
- **Non-Cancelable:** Once elected, the GWB for Life rider may not be cancelled and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero (described below) or annuity payouts begin.
- **Interaction with Total Free Amount (TFA) contract provision:** The TFA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see "Charges — Surrender Charge"). The TFA may be greater than the RBP or RALP under this rider. Any amount you withdraw under the contract's TFA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of this rider in your tax situation.

- **Tax Considerations for Nonqualified Annuities:** Under current federal income tax law, withdrawals under nonqualified annuities, including partial withdrawals taken from the contract under the terms of this rider, are treated less favorably than amounts received as annuity payments under the contract. (See "Taxes — Nonqualified Annuities.") Withdrawals are taxable income to the extent of earnings. Withdrawals before age 59½ may incur a 10% IRS early withdrawal penalty and may also be considered taxable income. You should consult your tax advisor before you select this optional rider if you have any questions about the use of this rider in your tax situation.
- **Tax Considerations for Qualified Annuities:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see "Taxes — Qualified Annuities — Required Minimum Distributions"). If you have a qualified annuity, you may need to take an RMD that exceeds the guaranteed amount of withdrawal available under the rider and such withdrawals may reduce future benefits guaranteed under the rider. While the rider permits certain excess withdrawals to be made for the purpose of satisfying RMD requirements for this contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. You should consult your tax advisor before you select this optional rider if you have any questions about the use of this rider in your tax situation. See Appendix E for additional information.
- **Tax Considerations for Tax-Sheltered Annuities (TSAs):** If your contract is a TSA, your right to take surrender is restricted (see "TSA — Special Provisions").
- **Treatment of Non-Spousal Distributions:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see "Taxes — Other — Spousal status" section of this prospectus.

Key terms and provisions of the GWB for Life rider are described below:

Withdrawal: For the purposes of this rider, the term "withdrawal" is equal to the term "surrender" in the contract or any other riders. Withdrawals will adjust contract values and benefits in the same manner as surrenders.

Partial Withdrawals: A withdrawal of an amount that does not result in a surrender of the contract. The partial withdrawal amount is a gross amount and will include any surrender charge.

Waiting Period: The period of time starting on the rider effective date during which the annual step up is not available if you take withdrawals. The current waiting period is three years.

Guaranteed Benefit Amount (GBA): The total cumulative amount available for partial withdrawals over the life of the rider under the basic withdrawal benefit. The maximum GBA is $5,000,000. The GBA cannot be withdrawn and is not payable as a death benefit. Rather, the GBA is an interim value used to calculate the amount available for withdrawals each year under the basic withdrawal benefit (see "Guaranteed Benefit Payment" below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

The GBA is determined at the following times, calculated as described:

- *At contract issue* — the GBA is equal to the initial purchase payment, plus any purchase payment credit;
- *When you make additional purchase payments* — each additional purchase payment has its own GBA equal to the amount of the purchase payment plus any purchase payment credit.

- *At step up* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *When an individual RBA is reduced to zero* — the GBA that is associated with that RBA will also be set to zero.
- *When you make a partial withdrawal during the waiting period and after a step-up* — Any prior annual step-ups will be reversed. Step up reversal means that the GBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  (a) *less than or equal to the total RBP* — the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment’s GBA remain unchanged.
  (b) *is greater than the total RBP* — **GBA excess withdrawal processing will be applied to the GBA**. If the partial withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

GBA EXCESS WITHDRAWAL PROCESSING

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the excess withdrawal; or (b) the contract value immediately following the withdrawal.

If there have been multiple purchase payments, each payment’s GBA after the withdrawal will be reset to equal that payment’s RBA after the withdrawal plus (a) times (b), where:

(a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and

(b) is each payment’s GBA before the withdrawal less that payment’s RBA after the withdrawal.

Remaining Benefit Amount (RBA): Each withdrawal you make reduces the amount of GBA that is guaranteed by this rider as future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract’s life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is $5,000,000.

The RBA is determined at the following times, calculated as described:

- *At contract issue* — the RBA is equal to the initial purchase payment plus any purchase payment credit.
- *When you make additional purchase payments* — each additional purchase payment has its own RBA initially set equal to that payment’s GBA (the amount of the purchase payment plus any purchase payment credit).
- *At step up* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *When you make a partial withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the RBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  (a) *less than or equal to the total RBP* — the total RBA is reduced by the amount of the withdrawal. If there have been multiple purchase payments, each payment’s RBA is reduced in proportion to its RBP.
  (b) *is greater than the total RBP* — **RBA excess withdrawal processing will be applied to the RBA**. If the partial withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

RBA EXCESS WITHDRAWAL PROCESSING

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment’s RBA will be reset. The total RBA will be reset according to the excess withdrawal processing described above. Each payment’s RBA will be reset in the following manner:

1. The withdrawal amount up to the total RBP is taken out of each RBA bucket in proportion to its individual RBP at the time of the withdrawal; and
2. The withdrawal amount above the total RBP and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

Guaranteed Benefit Payment (GBP): At any time, the amount available for partial withdrawals in each contract year after the waiting period, until the RBA is reduced to zero, under the basic withdrawal benefit. At any point in time, each purchase payment has its own GBP, which is equal to the lesser of that payment’s RBA or 7% of that payment’s GBA, and the total GBP is the sum of the individual GBPs.

During the waiting period, the guaranteed annual withdrawal amount may be less than the GBP due to the limitations the waiting period imposes on your ability to utilize both annual step ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual withdrawal amount during the waiting period is equal to the value of the RBP at the beginning of the contract year.

The GBP is determined at the following times, calculated as described:

- *At contract issue* — the GBP is established as 7% of the GBA value.
- *At each contract anniversary* — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value.
- *When you make additional purchase* payments — each additional purchase payment has its own GBP equal to the purchase payment's amount plus any purchase payment credit, multiplied by 7%.
- *At step up* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *When an individual RBA is reduced to zero* — the GBP associated with that RBA will also be reset to zero.
- *When you make a partial withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the GBA and the RBA associated with each purchase payment will be reset to the amount of that purchase payment. Each payment's GBP will be reset to the sum of that purchase payment and any purchase payment credit, multiplied by 7%. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  (a) *less than or equal to the total RBP* — the GBP remains unchanged.
  (b) *is greater than the total RBP* — each payment's GBP is reset to the lesser of that payment's RBA or 7% of that payment's GBA value, based on the RBA and GBA after the withdrawal. If the partial withdrawal is made during the waiting period, these calculations are done AFTER any previously applied annual step ups have been reversed.

Remaining Benefit Payment (RBP): The amount available for partial withdrawals for the remainder of the contract year under the basic withdrawal benefit. At any point in time, the total RBP is the sum of the RBPs for each purchase payment. During the waiting period, when the guaranteed amount may be less than the GBP, the value of the RBP at the beginning of the contract year will be that amount that is actually guaranteed each contract year.

The RBP is determined at the following times, calculated as described:

- *At the beginning of each contract year during the waiting period and prior to any withdrawal* — the RBP for each purchase payment is set equal to that purchase payment plus any purchase payment credit, multiplied by 7%.
- *At the beginning of any other contract year* — the RBP for each purchase payment is set equal to that purchase payment's GBP.
- *When you make additional purchase* payments — each additional purchase payment has its own RBP equal to that payment's GBP.
- *At step up* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *At spousal continuation* — See "Spousal Option to Continue the Contract" heading below.
- *When an individual RBA is reduced to zero* — the RBP associated with that RBA will also be reset to zero.
- *When you make any partial withdrawal* — the total RBP is reset to equal the total RBP immediately prior to the partial withdrawal less the amount of the partial withdrawal, but not less than zero. If there have been multiple purchase payments, each payment's RBP is reduced proportionately. **If you withdraw an amount greater than the RBP, GBA excess withdrawal processing and RBA excess withdrawal processing are applied** and the amount available for the future partial withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

Covered Person: The person whose life is used to determine when the ALP is established, and the duration of the ALP payments. The covered person is the oldest contract owner unless otherwise specified on your contract data page. If an owner is a nonnatural person (i.e. trust or corporation), the covered person is the oldest annuitant. A spousal continuation or a change of contract ownership may reduce the amount of the lifetime withdrawal benefit and may change the covered person.

Annual Lifetime Payment Attained Age (ALPAA): The covered person's age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 68.

Annual Lifetime Payment (ALP): Once established, the ALP at any time is the amount available for withdrawals in each contract year after the waiting period until the later of death (see "At Death" heading below), or the RBA is reduced to zero, under the lifetime withdrawal benefit. The maximum ALP is $300,000. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the ALP is zero.

During the waiting period, the guaranteed annual lifetime withdrawal amount may be less than the ALP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual lifetime withdrawal amount during the waiting period is equal to the value of the RALP at the beginning of the contract year.

The ALP is determined at the following times:

- *The later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age* 68 — the ALP is established as 6% of the total RBA.
- *When you make additional purchase payments* — each additional purchase payment increases the ALP by the amount of the purchase payment plus any purchase payment credit, multiplied by 6%.
- *At step ups* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *At contract ownership change* — (see "Spousal Option to Continue the Contract" and "Contract Ownership Change" headings below).
- *When you make a partial withdrawal during the waiting period and after a step up* — Any prior annual step ups will be reversed. Step up reversal means that the ALP will be reset to equal total purchase payments plus any purchase payment credits, multiplied by 6%. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *When you make a partial withdrawal at any time and the amount withdrawn is:*
  (a) *less than or equal to the RALP* — the ALP remains unchanged.
  (b) *is greater than the RALP* — **ALP excess withdrawal processing will be applied to the ALP.** Please note that if the partial withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

ALP EXCESS WITHDRAWAL PROCESSING

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or 6% of the contract value immediately following the withdrawal.

Remaining Annual Lifetime Payment (RALP): The amount available for partial withdrawals for the remainder of the contract year under the lifetime withdrawal benefit. During the waiting period, when the guaranteed annual withdrawal amount may be less than the ALP, the value of the RALP at the beginning of the contract year will be the amount that is actually guaranteed each contract year. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the RALP is zero.

The RALP is determined at the following times:

- *The later of the contract effective date or the contract anniversary date following the date the covered person reaches age 68, and:*
  (a) *During the waiting period and Prior to any withdrawals* — the RALP is established equal to the sum of purchase payments and purchase payment credits, multiplied by 6%.
  (b) *At any other time* — the RALP is established equal to the ALP.
- *At the beginning of each contract year during the waiting period and prior to any withdrawals* — the RALP is set equal to the total purchase payments plus any purchase payment credits, multiplied by 6%.
- *At the beginning of any other contract year* — the RALP is set equal to ALP.
- *When you make additional purchase payments* — each additional purchase payment increases the RALP by the sum of the purchase payment and any purchase payment credits, multiplied by 6%.
- *At step ups* — (see "Annual Step Up" and "Spousal Continuation Step Up" headlines below.)
- *When you make any partial withdrawal* — the RALP equals the RALP immediately prior to the partial withdrawal less the amount of the partial withdrawal, but not less than zero. **If you withdraw an amount greater than the RALP, ALP excess withdrawal processing is applied** and the amount available for future partial withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in excess withdrawal processing, the applicable RALP will not yet reflect the amount of the current withdrawal.

Required Minimum Distributions (RMD): If you are taking RMDs from this contract and the RMD calculated separately for this contract is greater than the RBP or the RALP on the most recent contract anniversary, the portion of the RMD that exceeds the RBP or RALP will not be subject to excess withdrawal processing provided that the following conditions are met:

- The RMD is the life expectancy RMD for this contract alone; and
- The RMD amount is based on the requirements of the Code section 401(a)(9), related Code provisions and regulations thereunder that were in effect on the effective date of this rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

Withdrawal amounts greater than the RBP or RALP on the contract anniversary date that do not meet these conditions will result in excess withdrawal processing as described above.

See Appendix E for additional information.

Step Up Date: The date any step up becomes effective, and depends on the type of step up being applied (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).

Annual Step Up: Beginning with the first contract anniversary, an increase of the GBA, RBA, GBP, RBP, ALP, and/or RALP values may be available. A step up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn or paid upon death. Rather, a step up determines the current values of the GBA, RBA, GBP, RBP, ALP, and RALP, and may extend the payment period or increase the allowable payment.

The annual step up is subject to the following rules:

- The annual step up is available when the RBA, or if established, the ALP, would increase on the step up date.
- Only one step up is allowed each contract year.
- If you take any withdrawals during the waiting period, any previously applied step ups will be reversed and the annual step up will not be available until the end of the waiting period.
- If the application of the step up does not increase the rider charge, the annual step up will be automatically applied to your contract, and the step up date is the contract anniversary date.
- If the application of the step up would increase the rider charge, the annual step up is not automatically applied. Instead, you have the option to step up for 30 days after the contract anniversary. If you exercise the elective annual step up option, you will pay the rider charge in effect on the step up date. If you wish to exercise the elective annual step up option, we must receive a request from you or your financial advisor. The step up date is the date we receive your request to step up. If your request is received after the close of business, the step up date will be the next valuation day.
- The ALP and RALP are not eligible for step ups until they are established. Prior to being established, the ALP and RALP values are both zero.
- Please note it is possible for the ALP to step up even if the RBA or GBA do not step up and it is also possible for the RBA and GBA to step up even if the ALP does not step up.

The annual step up resets the GBA, RBA, GBP, RBP, ALP and RALP values as follows:

- The total RBA will be reset to the greater of the total RBA immediately prior to the step up date or the contract value on the step up date.
- The total GBA will be reset to the greater of the total GBA immediately prior to the step up date or the contract value on the step up date.
- The total GBP will be reset using the calculation as described above based on the increased GBA and RBA.
- The total RBP will be reset as follows:
  a) During the waiting period and prior to any withdrawals, the RBP will not be affected by the step up.
  b) At any other time, the RBP will be reset as the increased GBP less all prior withdrawals made in the current contract year, but not less than zero.
- The ALP will be reset to the greater of the ALP immediately prior to the step up date or 6% of the contract value on the step up date.
- The RALP will be reset as follows:
  a) During the waiting period and prior to any withdrawals, the RALP will not be affected by the step up.
  b) At any other time, the RALP will be reset as the increased ALP less all prior withdrawals made in the current contract year, but not less than zero.

Spousal Option to Continue the Contract: If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the GWB for Life rider also continues. When the spouse elects to continue the contract, any remaining waiting period is cancelled; the covered person will be re-determined and is the covered person referred to below; and the GBA, RBA, GBP, RBP, ALP and RALP values are affected as follows:

- The GBA, RBA, and GBP values remain unchanged.
- The RBP is automatically reset to the GBP less all prior withdrawals made in the current contract year, but not less than zero.
- *If the ALP has not yet been established and the new covered person has not yet reached age 68 as of the date of continuation* — the ALP will be established on the contract anniversary following the date the covered person reaches age 68 as the lesser of the RBA or the anniversary contract value, multiplied by 6%. The RALP will be established on the same date equal to the ALP.
- *If the ALP has not yet been established but the new covered person is age 68 or older as of the date of continuation* — the ALP will be established on the date of continuation as the lesser of the RBA or the contract value, multiplied by 6%. The RALP will be established on the same date in an amount equal to the ALP less all prior partial withdrawals made in the current contract year, but will never be less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 68 as of the date of continuation* — the ALP and RALP will be automatically reset to zero for the period of time beginning with the date of continuation and ending with the contract anniversary following the date the covered person reaches age 68. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%, and the RALP will be reset to the ALP.
- *If the ALP has been established and the new covered person is age 68 or older as of the date of continuation* — the ALP will be automatically reset to the lesser of the current ALP or 6% of the contract value on the date of continuation. The RALP will be reset to the ALP less all prior withdrawals made in the current contract year, but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the spousal continuation.

Spousal Continuation Step Up: If a surviving spouse elects to continue the contract, another elective step up option becomes available. To exercise the step up, the spouse or the spouse's financial advisor must submit a request within 30 days of the date of continuation. The step up date is the date we receive the spouse's request to step up. If the request is received after the close of business, the step up date will be the next valuation day. The GBA, RBA, GBP, RBP, ALP and RALP will be reset in the same fashion as the annual step up.

If the spousal continuation step up option is exercised and we have increased the charge for the rider, the spouse will pay the charge that is in effect on the step up date.

It is our current administrative practice to process the spousal continuation step up as described in the next paragraph; however, we reserve the right to discontinue the administrative practice and will give you 30 days' written notice of any such change.

At the time of spousal continuation, a step-up may be available. All annual step-up rules (see "Annual Step-Up" heading above), other than those that apply to the waiting period, also apply to the spousal continuation step-up. If the spousal continuation step-up is processed automatically, the step-up date is the valuation date the spousal continuation is effective. If not, the spouse must elect the step up and must do so within 30 days of the spousal continuation date. If the spouse elects the spousal continuation step up, the step-up date is the valuation date we receive the spouse's written request to step up if we receive the request by the close of business on that day, otherwise the next valuation date.

If Contract Value Reduces to Zero: If the contract value reduces to zero and the total RBA remains greater than zero, you will be paid in the following scenarios:

1) The ALP has not yet been established and the contract value is reduced to zero for any reason other than full or partial surrender of more than the RBP. In this scenario, you can choose to:
   (a) receive the remaining schedule of GBPs until the RBA equals zero; or
   (b) wait until the rider anniversary on/following the date the covered person reaches age 68, and then receive the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

2) The ALP has been established and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:
   (a) the remaining schedule of GBPs until the RBA equals zero; or
   (b) the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.
4) The ALP has been established and the contract value falls to zero as a result of a partial withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the Covered Person.

Under any of these scenarios:

- The annualized amounts will be paid to you in the frequency you elect. You may elect a frequency offered by us at the time payments begin. Available payment frequencies will be no less frequent than annually.
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate; and
- The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.
- The GWB for Life rider and the contract will terminate under either of the following two scenarios:
- If the contract value falls to zero as a result of a withdrawal that is greater than the RBP and RALP. This is full surrender of the contract.
- If the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero.

At Death: If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may elect to take the death benefit as a lump sum under the terms of the contract (see "Benefits in Case of Death") or the annuity payout option (see "Remaining Benefit Amount Payout Option" heading below).

- If the contract value equals zero and the death benefit becomes payable, the following will occur:
- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person dies and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person is still alive and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the covered person or the RBA equals zero.
- If the covered person is still alive and the RBA equals zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the covered person.
- If the covered person dies and the RBA equals zero, the benefit terminates. No further payments will be made.

Contract Ownership Change: If the contract changes ownership (see "Changing Ownership"), the covered person will be redetermined and is the covered person referred to below. The GBA, RBA, GBP, RBP values will remain unchanged. The ALP and RALP will be reset as follows. Our current administrative practice is to only reset the ALP and RALP if the covered person changes due to the ownership change.

- *If the ALP has not yet been established and the new covered person has not yet reached age 68 as of the ownership change date* — the ALP and the RALP will be established on the contract anniversary following the date the covered person reaches age 68. The ALP will be set equal to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the anniversary date occurs during the waiting period and prior to a withdrawal, the RALP will be set equal to the lesser of the ALP or total purchase payments plus purchase payment credits, multiplied by 6%. If the anniversary date occurs at any other time, the RALP will be set to the ALP.
- *If the ALP has not yet been established but the new covered person is age 68 or older as of the ownership change date* — the ALP and the RALP will be established on the ownership change date. The ALP will be set equal to the lesser of the RBA or the contract value, multiplied by 6%. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be set to the lesser of the ALP or total purchase payments plus purchase payment credits, multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be set equal to the ALP less all prior withdrawals made in the current contract year but not less than zero.
- *If the ALP has been established but the new covered person has not yet reached age 68 as of the ownership change date* — the ALP and the RALP will be reset to zero for the period of time beginning with the ownership change date and ending with the contract anniversary following the date the covered person reaches age 68. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%. If the

time period ends during the waiting period and prior to any withdrawals, the RALP will be reset to the lesser of the ALP or total purchase payments plus any purchase payment credits, multiplied by 6%. If the time period ends at any other time, the RALP will be reset to the ALP.

- *If the ALP has been established and the new covered person is age 68 or older as of the ownership change* date — the ALP and the RALP will be reset on the ownership change date. The ALP will be reset to the lesser of the current ALP or 6% of the contract value. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be reset to the lesser of the ALP or total purchase payments plus purchase payment credits, multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be reset to the ALP less all prior withdrawals made in the current contract year but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the ownership change.

Remaining Benefit Amount Payout Option: Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the GWB for Life rider.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the current total RBA at the time you begin this fixed annuity payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequent than annually. If, at the death of the owner, total payments have been made for less than the RBA, the remaining payments will be paid to the beneficiary (see "The Annuity Payout Period" and "Taxes").

This option may not be available if the contract is issued to qualify under Section 403 or 408 of the Code. For such contracts, this option will be available only if the number of years it will take to deplete the RBA by paying the GBP each year is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary's life or life expectancy. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the future schedule of GBPs if necessary to comply with the Code.

RIDER TERMINATION

The GWB for Life rider cannot be terminated either by you or us except as follows:

1. Annuity payouts under an annuity payout plan will terminate the rider.
2. Termination of the contract for any reason will terminate the rider.

Example — GWB For Life Rider

EXAMPLE #1: Covered person has not reached age 68 at the time the contract and rider are purchased.

Assumptions:

- You purchase the RAVA 4 Select contract with a payment of $100,000.
- You are the sole owner and also the annuitant. You are age 63.
- You make no additional payments to the contract.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in **bold**.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ N/A	$100,000	$100,000	$100,000	$7,000	$7,000	$ N/A	$ N/A
0.5	0	7,000	92,000	100,000	93,000	7,000	0	N/A	N/A
1	0	0	91,000	100,000	93,000	7,000	7,000	N/A	N/A
1.5	0	7,000	83,000	100,000	86,000	7,000	0	N/A	N/A
2	0	0	81,000	100,000	86,000	7,000	7,000	N/A	N/A
5	0	0	75,000	100,000	86,000	7,000	7,000	5,160(1)	5,160(1)
5.5	0	5,160	70,000	100,000	80,840	7,000	1,840	5,160	0
6	0	0	69,000	100,000	80,840	7,000	7,000	5,160	5,160
6.5	0	7,000	62,000	100,000	73,840	7,000	0	3,720(2)	0

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
7	0	0	70,000	100,000	73,840	7,000	7,000	**4,200**	**4,200**
7.5	0	10,000	51,000	51,000(3)	51,000(3)	3,570	0	3,060(3)	0
8	0	0	55,000	**55,000**	**55,000**	**3,850**	**3,850**	**3,300**	**3,300**

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, spousal continuation or contract ownership change), you can continue to withdraw up to either the GBP of $3,850 each year until the RBA is reduced to zero, or the ALP of $3,300 each year until the later of your death or the RBA is reduced to zero.

(1) The ALP and RALP are established on the contract anniversary date following the date the covered person reaches age 68.

(2) The $7,000 withdrawal is greater than the $5,160 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(3) The $10,000 withdrawal is greater than both the $7,000 RBP allowed under the basic withdrawal benefit and the $4,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

EXAMPLE #2: Covered person has reached 68 at the time the contract and rider are purchased.

Assumptions:

- You purchase the RAVA 4 Select contract with a payment of $100,000.
- You are the sole owner and also the annuitant. You are age 68.
- You make no additional payments to the contract.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in **bold.**

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ N/A	$100,000	$100,000	$100,000	$7,000	$7,000	$6,000	$6,000
1	0	0	105,000	**105,000**	**105,000**	**7,350**	7,000(1)	**6,300**	6,000(1)
2	0	0	110,000	**110,000**	**110,000**	**7,700**	7,000(1)	**6,600**	6,000(1)
3	0	0	110,000	110,000	110,000	7,700	7,700(2)	6,600	6,600(2)
3.5	0	6,600	110,000	110,000	103,400	7,700	1,100	6,600	0
4	0	0	115,000	**115,000**	**115,000**	**8,050**	**8,050**	**6,900**	**6,900**
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,900(3)	0
5	0	0	120,000	**120,000**	**120,000**	**8,400**	**8,400**	**7,200**	**7,200**
5.5	0	10,000	122,000	120,000(4)	110,000(4)	8,400	0	7,200(4)	0
6	0	0	125,000	**125,000**	**125,000**	**8,750**	**8,750**	**7,500**	**7,500**

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, spousal continuation or contract ownership change), you can continue to withdraw up to either the GBP of $8,750 each year until the RBA is reduced to zero, or the ALP of $7,500 each year until the later of your death or the RBA is reduced to zero.

(1) The annual step-up has not been applied to the RBP or RALP because any withdrawal after step up during the waiting period would reverse any prior step ups prior to determining if the withdrawal is excess. Therefore, during the waiting period, the RBP is the amount you can withdraw without incurring the GBA and RBA excess withdrawal processing, and the RALP is the amount you can withdraw without incurring the ALP excess withdrawal processing.

(2) On the third anniversary (after the end of the waiting period), the RBP and RALP are set equal to the GBP and ALP, respectively.

(3) The $8,050 withdrawal is greater than the $6,900 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $8,400 RBP allowed under the basic withdrawal benefit and the $7,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

Appendix H: Example — Withdrawal Benefit Riders: Electing Step-Up or Spousal Continuation Step-up

Assumptions:

This example assumes that the covered person (for joint life, younger covered spouse) is 65 or older and there are no additional purchase payments or withdrawals.

- You own a RiverSource variable annuity with a withdrawal benefit rider. You are currently invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2) (a Portfolio Navigator fund) with a current rider fee of 0.65%.

  Your Contract Value (CV) is $100,000 and your withdrawal benefit rider currently provides the following benefits:

  1) You can withdraw $6,000 a year for the rest of your life. This is your Annual Lifetime Payment. Or
  2) You can withdraw $7,000 a year until you have withdrawn a total of $100,000. This is your Guaranteed Benefit Payment.

  Based on your current CV, you will pay a rider fee of approximately $650 on your next annuity contract anniversary.

- The annual fee for this rider has increased to 0.95% for clients invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2).

  The following compares certain options available to you. Changes to rider values or fees are presented for two different scenarios where your CV increases to either $110,000 or $101,000 over the contract year:

  1) *Elect to lock in your contract gains to your benefit values (step-up):*

	CV of $110,000	CV of $101,000
Increase in Annual Lifetime Payment	$600	$60
Increase in Guaranteed Benefit Payment	$700	$70
Increase in Annual Rider Fee	0.30%	0.30%
Increase in Annual Contract Charge	$330	$303

Automatic Step-ups will continue on your next anniversary (if available under your rider).

2) *Do not elect to lock in your contract gains (no step-up):*

	CV of $110,000	CV of $101,000
Increase in Annual Lifetime Payment	$0	$0
Increase in Guaranteed Benefit Payment	$0	$0
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	$65	$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. On your next anniversary, you will again have the option to elect the step-up (lock in contract gains)

3) *Move to one of the Portfolio Stabilizer funds and elect the step-up:*

	CV of $110,000	CV of $101,000
Increase in Annual Lifetime Payment	$600	$60
Increase in Guaranteed Benefit Payment	$700	$70
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	$65	$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. Automatic Step-ups will continue on your next anniversary (if available under your rider).

The above example is for illustrative purposes only. The assumptions and calculations used are not intended to be consistent with any one rider, but instead are intended to provide an idea of how different scenarios would operate. Your specific rider may use different calculations for fees or have different benefits available. For a full description and rules applicable to step-up options under your rider, please see the "Optional Living Benefits" section.

Electing to step-up may result in different increases to the annual rider charge relative to the increase in your rider values. You should weigh the resulting increased charge due to the step-up versus the increases to your benefits to determine the option that is best for you.

This page left blank intentionally

This page left blank intentionally

The Statement of Additional Information (SAI) includes additional information about the Contract. The SAI, dated the same date as this prospectus, is incorporated by reference into this prospectus. The SAI is available, without charge, upon request. For a free copy of the SAI, or for more information about the Contract, call us at 1-800-862-7919, visit our website at riversource.com/annuities or write to us at: 70100 Ameriprise Financial Center Minneapolis, MN 55474.

Reports and other information about RiverSource Life of New York Variable Annuity Account are available on the SEC's website at http://www.sec.gov, and copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: publicinfo@sec.gov.

RiverSource® Annuities

RiverSource Life Insurance Co. of New York
20 Madison Avenue Extension
Albany, NY 12203
1-800-541-2251

PRO9072_12_C01_(05/24)

EDGAR Contract Identifier: C000035524