



PACIFIC LIFE & ANNUITY

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This brochure contains:

Prospectus dated May 1, 2020 for

Pacific Destinations O-Series variable annuity
and the

Privacy Notice

(Inside back cover)

For New York

Pacific Life & Annuity Company



PACIFIC LIFE

ELECTRONIC DELIVERY AUTHORIZATION

CONTACT INFORMATION

Pacific Life Insurance Company
P.O. Box 2378
Omaha, NE 68103-2378

Owners: (800) 722-4448
Fax: (888) 837-8172
Web Site: www.PacificLife.com

All Overnight Deliveries:

6750 Mercy Rd, RSD
Omaha, NE 68106

Financial Professionals: (800) 722-2333

CONTACT INFORMATION (for New York only)

Pacific Life & Annuity Company
P.O. Box 2829
Omaha, NE 68103-2829

Phone: (800) 748-6907
Fax: (800) 586-0096
Web Site: www.PacificLife.com

Use this form to authorize Pacific Life to provide statements, prospectuses, and other information to you electronically.

1 GENERAL INFORMATION Owner's Name (First, Middle, Last)	Daytime Telephone Number	Annuity Contract Number (if known)
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2 ELECTRONIC AUTHORIZATION

E-mail address: _____

ELECTRONIC INFORMATION OPT-IN CONSENT

By providing the e-mail address above and signing, I voluntarily consent to receive documents and notices applicable to my contract as permitted by law, including prospectuses, prospectus supplements, reports, statements, immediate confirmations, tax forms, proxy solicitations, privacy notice and other notices and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. Pacific Life will send paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. For jointly owned contracts, both owners are consenting to receive information electronically.

Pacific Life suggests that in order to receive documents electronically, the contract owner should have ready access to a computer with Internet access, an active email account to receive this information electronically, and ability to read and retain it. I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I should provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I should update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, all information will be provided to the email address listed.
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until I revoke it or pass away

Please call (800) 722-4448 and tell a customer service representative if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address. You may opt out of electronic delivery at any time.

3 SIGNATURE(S) I have read, understand, and accept the terms and conditions regarding my authorization(s).

**SIGN
HERE**

Owner's Signature

mo / day / yr

**SIGN
HERE**

Joint Owner's Signature

mo / day / yr

Pacific Life refers to Pacific Life Insurance Company (Newport Beach, CA) and its affiliates, including Pacific Life & Annuity Company. Pacific Life Insurance Company is the issuer in all states except New York. Pacific Life & Annuity Company is the issuer in New York.

This form is not part of the prospectus.



**Supplement dated September 25, 2020 to your variable annuity Prospectus dated May 1, 2020
for the Pacific Destinations, Pacific Destinations B, and Pacific Destinations O-Series variable annuity
contracts issued by Pacific Life & Annuity Company**

The purpose of this supplement is to announce various underlying fund changes. This supplement must be preceded or accompanied by the Prospectus for your Contract, as supplemented (the "Prospectus"). All information in your Prospectus dated May 1, 2020, remains in effect unless otherwise supplemented. Capitalized terms used in this supplement are defined in your Contract Prospectus unless otherwise defined herein. "We," "us," or "our" refer to Pacific Life & Annuity Company; "you" or "your" refer to the Contract Owner. You can obtain a copy of the current Prospectus by contacting us at (800) 748-6907, or online at www.PacificLife.com. Please retain it for future reference.

Pacific Select Fund Portfolio Name and Portfolio Manager/Subadvisor Changes

Effective November 2, 2020, the name of the Pacific Select Fund Comstock Portfolio is changed to Pacific Select Fund Value Portfolio. In addition, the Portfolio Manager/Subadvisor will change from Invesco Advisers, Inc. to American Century Investment Management, Inc.

All references in the Contract Prospectus to the Pacific Select Fund Comstock Portfolio are replaced with the Pacific Select Fund Value Portfolio.

Form No. DESNYSUP0920

Pacific Life & Annuity Company
Mailing address:
P.O. Box 2829
Omaha, Nebraska 68103-2829

Pacific Destinations O-Series is an individual flexible premium deferred variable annuity contract issued by Pacific Life & Annuity Company ("PL&A") through Separate Account A of PL&A.

In this Prospectus, *you* and *your* mean the Contract Owner or Policyholder. *Pacific Life & Annuity, PL&A, we, us* and *our* refer to Pacific Life & Annuity Company. *Pacific Life, PL* and *administrator* means Pacific Life Insurance Company. *Contract* means a Pacific Destinations O-Series variable annuity contract, unless we state otherwise.

This Prospectus provides information you should know before buying a Contract. Please read the Prospectus carefully, and keep it for future reference.

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

If you already elected to receive shareholder reports electronically, you will not be affected by this change and you need not take any action. You may elect to receive shareholder reports and other communications from PL&A electronically by indicating so on the application, at www.PacificLife.com, or by sending us instructions in writing in a form acceptable to us to receive such documents electronically.

You may elect to receive all future reports in paper free of charge. You can inform PL&A that you wish to continue receiving paper copies of your shareholder reports by calling us at (800) 748-6907. Your election to receive reports in paper will apply to all portfolio companies available under your Contract.

The Variable Investment Options available under this Contract invest in portfolios of the following portfolio companies ("Funds"):

*AIM Variable Insurance Funds
(Invesco Variable Insurance Funds)*

American Century Variable Portfolios, Inc.

American Funds Insurance Series®

BlackRock® Variable Series Funds, Inc.

Fidelity® Variable Insurance Products Funds

First Trust Variable Insurance Trust

Franklin Templeton Variable Insurance Products Trust

Janus Aspen Series

Lord Abbett Series Fund, Inc.

MFS® Variable Insurance Trust

Pacific Select Fund

State Street Variable Insurance Series Funds, Inc.

VanEck VIP Trust

You will find a complete list of each Variable Investment Option on the next page. This Contract also offers the following:

FIXED OPTION

DCA Plus Fixed Option

You will find more information about the Contract and Separate Account A in the Statement of Additional Information (SAI) dated May 1, 2020. The SAI has been filed with the Securities and Exchange Commission (SEC) and is considered to be part of this Prospectus because it's incorporated by reference. The contents of the SAI are described in this Prospectus after The General Account section – **see the Table of Contents**. You can get a copy of the SAI without charge by calling or writing to PL&A or you can visit our website at www.pacificlife.com. You can also visit the SEC's website at www.sec.gov, which contains the SAI, material incorporated into this Prospectus by reference, and other information about registrants that file electronically with the SEC.

You should be aware that the SEC has not approved or disapproved of the securities or passed upon the accuracy or adequacy of the disclosure in this Prospectus. Any representation to the contrary is a criminal offense.

This Contract is not available in all states. This Prospectus is not an offer in any state or jurisdiction where we are not legally permitted to offer the Contract. The Contract is described in detail in this Prospectus and its SAI. A Fund is described in its Prospectus and its SAI. No one has the right to describe the Contract or a Fund any differently than they have been described in these documents.

This material is not intended to be used, nor can it be used by any taxpayer, for the purpose of avoiding U.S. federal, state or local tax penalties. PL&A, its distributors and their respective representatives do not provide tax, accounting or legal advice. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

This Contract is not a deposit or obligation of, or guaranteed or endorsed by, any bank. It's not federally insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, or any other government agency. Investment in a Contract involves risk, including possible loss of principal.

VARIABLE INVESTMENT OPTIONS

If certain optional living benefit riders are elected, only Investment Options marked with an “*” are available for investment. For more information, see **OPTIONAL LIVING BENEFIT RIDERS – General Information – Investment Allocation Requirements.**

AIM VARIABLE INSURANCE FUNDS (INVESCO VARIABLE INSURANCE FUNDS)

Invesco V.I. Equity and Income Fund Series II

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.

American Century VP Mid Cap Value Fund Class II

AMERICAN FUNDS INSURANCE SERIES

*American Funds IS Asset Allocation Fund Class 4

American Funds IS Blue Chip Income and Growth Fund Class 4

American Funds IS Bond Fund Class 4

American Funds IS Capital Income Builder® Class 4

American Funds IS Capital World Bond Fund Class 4 (formerly called American Funds IS Global Bond Fund)

American Funds IS Global Balanced Fund Class 4

American Funds IS Global Growth and Income Fund Class 4

American Funds IS Global Growth Fund Class 4

American Funds IS Global Small Capitalization Fund Class 4

American Funds IS Growth Fund Class 4

American Funds IS Growth-Income Fund Class 4

American Funds IS High-Income Bond Fund Class 4

American Funds IS International Fund Class 4

American Funds IS International Growth and Income Fund Class 4

American Funds IS New World Fund® Class 4

American Funds IS U.S. Government/AAA-Rated Securities Fund Class 4

BLACKROCK VARIABLE SERIES FUNDS, INC

BlackRock Capital Appreciation V.I. Fund Class III

*BlackRock Global Allocation V.I. Fund Class III

FIDELITY® VARIABLE INSURANCE PRODUCTS FUNDS

Fidelity® VIP Contrafund® Portfolio Service Class 2

*Fidelity® VIP FundsManager® 60% Portfolio Service Class 2

Fidelity® VIP Government Money Market Portfolio Service Class

Fidelity® VIP Strategic Income Portfolio Service Class 2

FIRST TRUST VARIABLE INSURANCE TRUST

*First Trust/Dow Jones Dividend & Income Allocation Portfolio Class I

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST

*Franklin Allocation VIP Fund Class 2

Franklin Mutual Global Discovery VIP Fund Class 2

Franklin Rising Dividends VIP Fund Class 2

Templeton Global Bond VIP Fund Class 2

JANUS ASPEN SERIES

*Janus Henderson Balanced Portfolio Service Shares

LORD ABBETT SERIES FUND, INC.

Lord Abbett Bond Debenture Portfolio Class VC

Lord Abbett Total Return Portfolio Class VC

MFS VARIABLE INSURANCE TRUST

MFS® Massachusetts Investors Growth Stock Portfolio – Service Class

*MFS® Total Return Series – Service Class

MFS® Utilities Series – Service Class

MFS® Value Series – Service Class

PACIFIC SELECT FUND

All Portfolios offered are Class I.

Comstock Portfolio

Diversified Bond Portfolio

Dividend Growth Portfolio

Emerging Markets Debt Portfolio

Emerging Markets Portfolio

Equity Index Portfolio

Floating Rate Income Portfolio

Focused Growth Portfolio

Growth Portfolio

High Yield Bond Portfolio

Inflation Managed Portfolio

International Large-Cap Portfolio

International Small-Cap Portfolio

International Value Portfolio

Large-Cap Growth Portfolio

Large-Cap Value Portfolio

Main Street® Core Portfolio

Managed Bond Portfolio

Mid-Cap Equity Portfolio

Mid-Cap Growth Portfolio

Mid-Cap Value Portfolio

*Pacific Dynamix – Conservative Growth Portfolio

*Pacific Dynamix – Growth Portfolio

*Pacific Dynamix – Moderate Growth Portfolio

Portfolio Optimization Aggressive-Growth Portfolio

*Portfolio Optimization Conservative Portfolio

*Portfolio Optimization Growth Portfolio

*Portfolio Optimization Moderate Portfolio

*Portfolio Optimization Moderate-Conservative Portfolio

Real Estate Portfolio

Short Duration Bond Portfolio

Small-Cap Equity Portfolio

Small-Cap Growth Portfolio (formerly called Developing Growth Portfolio)

Small-Cap Index Portfolio

Small-Cap Value Portfolio

Value Advantage Portfolio

STATE STREET VARIABLE INSURANCE SERIES FUNDS, INC.

*State Street Total Return V.I.S. Fund Class 3

VANECK VIP TRUST

VanEck VIP Global Hard Assets Fund Class S

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TERMS USED IN THIS PROSPECTUS

Some of the terms we've used in this Prospectus may be new to you. We've identified them in the Prospectus by capitalizing the first letter of each word. You will find an explanation of what they mean below.

If you have any questions, please ask your financial professional or call us at (800) 748-6907. Financial professionals may call us at (877) 441-2357.

Account Value – The amount of your Contract Value allocated to a specified Variable Investment Option or any fixed option.

Annual Fee – A \$30.00 fee charged each year on your Contract Anniversary and at the time of a full withdrawal (on a pro rated basis for that Contract year), if your Net Contract Value is less than \$50,000 on that date.

Annuitant – A person on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits, and to determine the Annuity Date. A Contract may name a single ("sole") Annuitant or two ("Joint") Annuitants, and may also name a "Contingent" Annuitant. If you name Joint Annuitants or a Contingent Annuitant, "the Annuitant" means the sole surviving Annuitant, unless otherwise stated.

Annuity Date – The date specified in your Contract, or the date you later elect, if any, for the start of annuity payments if the Annuitant (or Joint Annuitants) is (or are) still living and your Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Option – Any one of the income options available for a series of payments after your Annuity Date.

Beneficiary – A person who may have a right to receive the death benefit payable upon the death of the Annuitant or a Contract Owner prior to the Annuity Date, or may have a right to receive remaining guaranteed annuity payments, if any, if the Annuitant dies after the Annuity Date.

Business Day – Any day on which the value of an amount invested in a Variable Investment Option is required to be determined, which currently includes each day that the New York Stock Exchange is open for trading, an applicable underlying Fund Portfolio is open for trading, and our administrative offices are open. The New York Stock Exchange and our administrative offices are closed on weekends and on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day, and the Friday before New Year's Day, July Fourth or Christmas Day if that holiday falls on a Saturday, the Monday following New Year's Day, July Fourth or Christmas Day if that holiday falls on a Sunday, unless unusual business conditions exist, such as the ending of a monthly or yearly accounting period. An underlying Fund Portfolio may be closed when other federal holidays are observed such as Columbus Day and Veterans Day. See the underlying Fund Portfolio prospectus. In this Prospectus, "day" or "date" means Business Day unless otherwise specified. If any transaction or event called for under a Contract is scheduled to occur on a day that is not a Business Day, such transaction or

event will be deemed to occur on the next following Business Day unless otherwise specified. Any systematic pre-authorized transaction scheduled to occur on December 30 or December 31 where that day is not a Business Day will be deemed an order for the last Business Day of the calendar year and will be calculated using the applicable Subaccount Unit Value at the close of that Business Day. Special circumstances such as leap years and months with fewer than 31 days are discussed in the SAI.

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

Contingent Annuitant – A person, if named in your Contract, who will become your sole surviving Annuitant if your existing sole Annuitant should die before your Annuity Date.

Contract Anniversary – The same date, in each subsequent year, as your Contract Date.

Contract Date – The date we issue your Contract. Contract Years, Contract Anniversaries, Contract Semi-Annual Periods, Contract Quarters and Contract Months are measured from this date.

Contract Debt – As of the end of any given Business Day, the principal amount you have outstanding on any loan under your Contract, plus any accrued and unpaid interest. Loans are only available on certain Qualified Contracts.

Contract Owner, Owner, Policyholder, you, or your – Generally, a person who purchases a Contract and makes the Investments. A Contract Owner has all rights in the Contract, including the right to make withdrawals, designate and change beneficiaries, transfer amounts among Investment Options, and designate an Annuity Option. If your Contract names Joint Owners, both Joint Owners are Contract Owners and share all such rights.

Contract Value – As of the end of any Business Day, the sum of your Variable Account Value, any fixed option value, the value of any other Investment Option added to the Contract by Rider or Endorsement, and any Loan Account Value.

Contract Year – A year that starts on the Contract Date or on a Contract Anniversary.

DCA Plus Fixed Option – If you allocate all or part of your Purchase Payments to the DCA Plus Fixed Option, such amounts are held in our General Account and receive interest at rates declared periodically (the "Guaranteed Interest Rate"), but not less than the minimum guaranteed interest rate specified in your Contract. Currently, this fixed option may be used for dollar cost averaging of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available.

DCA Plus Fixed Option Value – The aggregate amount of your Contract Value allocated to the DCA Plus Fixed Option.

Earnings – As of the end of any Business Day, your Earnings equal your Contract Value less your aggregate Purchase Payments, which are reduced by withdrawals of prior Investments.

Fund – A registered open-end management investment company; collectively refers to AIM Variable Insurance Funds

(Invesco Variable Insurance Funds), American Century Variable Portfolios, Inc., American Funds Insurance Series, BlackRock Variable Series Funds, Inc., Fidelity® Variable Insurance Products Fund, First Trust Variable Insurance Trust, Franklin Templeton Variable Insurance Products Trust, Janus Aspen Series, Lord Abbett Series Fund, Inc., MFS Variable Insurance Trust, Pacific Select Fund, State Street Variable Insurance Series Funds, Inc. and/or VanEck VIP Trust.

General Account – Our General Account consists of all of our assets other than those assets allocated to Separate Account A or to any of our other separate accounts.

Guarantee Term – The period during which an amount you allocate to any available fixed option earns interest at a Guaranteed Interest Rate.

Guaranteed Interest Rate – The interest rate guaranteed at the time of allocation (or rollover) for the Guarantee Term on amounts allocated to a fixed option. All Guaranteed Interest Rates are expressed as annual rates and interest is accrued daily. The rate will not be less than the minimum guaranteed interest rate specified in your Contract.

In Proper Form – This is the standard we apply when we determine whether an instruction is satisfactory to us. An instruction (in writing or by other means that we accept (e.g. via telephone or electronic submission)) is considered to be in proper form if it is received at our Service Center in a manner that is satisfactory to us, such that is sufficiently complete and clear so that we do not have to exercise any discretion to follow the instruction, including any information and supporting legal documentation necessary to effect the transaction. Any forms that we provide will identify any necessary supporting documentation. We may, in our sole discretion, determine whether any particular transaction request is in proper form, and we reserve the right to change or waive any in proper form requirements at any time.

Investment (“Purchase Payment”) – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the Contract.

Investment Option – A Subaccount, any fixed option or any other Investment Option added to the Contract by Rider or Endorsement.

Joint Annuitant – If your Contract is a Non-Qualified Contract, you may name two Annuitants, called “Joint Annuitants,” in your application for your Contract. Special restrictions may apply for Qualified Contracts.

Loan Account – The account in which the amount equal to the principal amount of a loan and any interest accrued is held to secure any Contract Debt.

Loan Account Value – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

Net Contract Value – Your Contract Value less Contract Debt.

Non-Natural Owner – A corporation, trust or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Policyholder – The Contract Owner.

Portfolio – A separate portfolio of a Fund in which a Subaccount invests its assets.

Primary Annuitant – The individual that is named in your Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment (“Investment”) – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity or account (IRA), or form thereof, or a Contract purchased by a Qualified Plan, qualifying for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408 or 408A of the Code.

SEC – Securities and Exchange Commission.

Separate Account A (the “Separate Account”) – A separate account of ours registered as a unit investment trust under the Investment Company Act of 1940, as amended (the “1940 Act”).

Subaccount – An investment division of the Separate Account. Each Subaccount invests its assets in shares of a corresponding Portfolio.

Subaccount Annuity Unit – Subaccount Annuity Units (or “Annuity Units”) are used to measure variation in variable annuity payments. To the extent you elect to convert all or some of your Contract Value into variable annuity payments, the amount of each annuity payment (after the first payment) will vary with the value and number of Annuity Units in each Subaccount attributed to any variable annuity payments. At annuitization (after any applicable premium taxes and/or other taxes are paid), the amount annuitized to a variable annuity determines the amount of your first variable annuity payment and the number of Annuity Units credited to your annuity in each Subaccount. The value of Subaccount Annuity Units, like the value of Subaccount Units, is expected to fluctuate daily, as described in the definition of Unit Value.

Subaccount Unit – Before your Annuity Date, each time you allocate an amount to a Subaccount, your Contract is credited with a number of Subaccount Units in that Subaccount. These Units are used for accounting purposes to measure your Account Value in that Subaccount. The value of Subaccount Units is expected to fluctuate daily, as described in the definition of Unit Value.

Unit Value – The value of a Subaccount Unit (“Subaccount Unit Value”) or Subaccount Annuity Unit (“Subaccount Annuity Unit Value”). Unit Value of any Subaccount is subject to change on any Business Day in much the same way that the value of a mutual fund share changes each day. The fluctuations in value reflect the investment results, expenses of and charges against the Portfolio in which the Subaccount invests its assets. Fluctuations also reflect charges against the Separate Account. Changes in Subaccount Annuity Unit Values also reflect an additional factor that adjusts Subaccount Annuity Unit Values to offset our Annuity Option Table’s implicit assumption of an annual

investment return of 4%. The effect of this assumed investment return is explained in detail in the SAI. Unit Value of a Subaccount Unit or Subaccount Annuity Unit on any Business Day is measured as of the close of the New York Stock Exchange on that Business Day, which usually closes at 4:00 p.m., Eastern time, although it occasionally closes earlier.

Variable Account Value – The aggregate amount of your Contract Value allocated to all Subaccounts.

Variable Investment Option – A Subaccount (also called a Variable Account).

OVERVIEW

This overview tells you some key things you should know about your Contract. It's designed as a summary only – please read this Prospectus, your Contract and the Statement of Additional Information (SAI) for more detailed information.

An outbreak of a respiratory disease caused by a novel coronavirus designated as COVID-19 has spread internationally and has been declared a global pandemic. The duration of the pandemic and any future effects of COVID-19 are unknown. Please visit <https://www.pacificlife.com/home/pacific-life-update.html> for our commitment to you during this challenging time.

Rules about how annuity contracts are described or administered are reflected in your Contract and in Riders or Endorsements to your Contract. This prospectus provides a description of the material rights and obligations under the Contract. **Any guarantees provided for under your Contract or through optional Riders are backed by PL&A's financial strength and claims-paying ability. You must look to the strength of the insurance company with regard to such guarantees. Your financial professional or financial professional's firm is not responsible for any Contract guarantees.**

Regulation 187 and New York Residents

Beginning August 1, 2019, the New York Department of Financial Services has amended New York Insurance Regulation 187, requiring recommendations to both new and in-force annuity contracts are made in the best interest of the consumer. We may contract with third party entities conducting business in New York to establish and maintain the proper systems to supervise recommendations of sales transactions for policies that will be delivered or issued in the state of New York. Please work closely with your financial professional to ensure that the recommendation will comply with the requirements under the latest Regulation 187.

Some of the Terms used in this Prospectus may be new to you. You will find a glossary of certain terms in the **TERMS USED IN THIS PROSPECTUS** section.

PL&A is a variable annuity provider. It is not a fiduciary and therefore does not give advice or make recommendations regarding insurance or investment products.

Please be aware that the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties or other costs or penalties as a result of the sale or liquidation. You may want to consult independent legal or financial advice before selling or liquidating any assets prior to the purchase of any life or annuity products.

Contract Basics

An annuity contract may be appropriate if you are looking for retirement income or you want to meet other long-term financial objectives. Discuss with your financial professional whether a variable annuity, optional benefits and which underlying Investment Options are appropriate for you, taking into consideration your age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and other relevant information. Together you can decide if a variable annuity is right for you.

This Contract may not be the right one for you if you need to withdraw money for short-term needs, because withdrawal charges and tax penalties for early withdrawal may apply.

You should consider the Contract's investment and income benefits, as well as its costs.

This Contract is an annuity contract between you and PL&A. Annuity contracts have two phases, the accumulation phase and the annuitization phase. The two phases are discussed below.

This Contract is designed for long-term financial planning. It allows you to invest money on a tax-deferred basis for retirement or other goals, and/or to receive income in a variety of ways, including a series of income payments for life or for a specified period of years.

Non-Qualified and Qualified Contracts are available. You buy a Qualified Contract under a qualified retirement or pension plan, or some form of an individual retirement annuity or account (IRA). It is important to know that IRAs and qualified plans are already tax-

deferred which means the tax deferral feature of a variable annuity does not provide a benefit in addition to that already offered by an IRA or qualified plan. An annuity contract should only be used to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral.

This Contract is a variable annuity, which means that your Contract Value fluctuates depending on the performance of the Investment Options you choose. The Contract allows you to choose how often you make Investments ("Purchase Payments") and how much you add each time, subject to certain limitations.

Your Right to Cancel ("Free Look")

During the Free Look period, you have the right to cancel your Contract and return it with instructions to us or to your financial professional for a refund. The amount refunded may be more or less than the Purchase Payments you have made, depending on the type of Contract you purchased. You will find a complete description of the Free Look period that applies to your Contract on the Contract's cover sheet. The Free Look period ends 10 calendar days after you receive your Contract. If you are replacing another annuity contract or life insurance policy, your Free Look period ends 60 calendar days after you receive your Contract.

*For more information about the Right to Cancel ("Free Look") period see **WITHDRAWALS – Right to Cancel ("Free Look")**.*

The Accumulation Phase

The Investment Options you choose and how they perform will affect your Contract Value during the accumulation phase, as well as the amount available to annuitize on the Annuity Date.

The accumulation phase begins on your Contract Date and continues until your Annuity Date. During the accumulation phase, you can put money in your Contract by making Purchase Payments subject to certain limitations, and choose Investment Options in which to allocate them. You can also take money out of your Contract by making a withdrawal.

Investments ("Purchase Payments")

Your initial Purchase Payment must be at least \$10,000 for a Non-Qualified Contract or a Qualified Contract. Additional Purchase Payments must be at least \$250 for a Non-Qualified Contract and \$50 for a Qualified Contract. Currently, we are not enforcing the minimum initial Purchase Payment on Qualified Contracts or the minimum additional Purchase Payment amounts on Qualified and Non-Qualified Contracts, but we reserve the right to enforce such minimums in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum initial Purchase Payment or the minimum additional Purchase Payment amounts.

If you purchase an optional rider, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit rider that you may own, and you will not be able to increase your Contract Value or increase any protected amounts under your optional living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice.

*For more information about Making Your Investments ("Purchase Payments") see **PURCHASING YOUR CONTRACT – Making Your Investments ("Purchase Payments")**.*

Investment Options

Ask your financial professional to help you choose the right Investment Options for your goals and risk tolerance. Any financial firm or financial professional you engage to provide advice and/or make transfers for you is not acting on our behalf. We are not responsible for any investment decisions or allocations you make, recommendations such financial professionals make or any allocations or specific transfers they choose to make on your behalf. Some broker-dealers may not allow or may limit the amount you may allocate to certain Investment Options.

You can choose from a selection of Variable Investment Options (also called Subaccounts), each of which invests in a corresponding Fund Portfolio. The value of each Portfolio will fluctuate with the value of the investments it holds, and returns are not guaranteed.

The purchase of an optional living benefit rider may limit the number of Investment Options that are otherwise available to you under the Contract while a rider is in effect. See **OPTIONAL LIVING BENEFIT RIDERS – General Information – Investment Allocation Requirements**.

You can also choose any available fixed option that earns a guaranteed rate of interest that will never be less than the minimum guaranteed interest rate specified in your Contract.

We allocate your Purchase Payments to the Investment Options you choose. Your Contract Value will fluctuate during the accumulation phase depending on the Investment Options you have chosen. You bear the investment risk of any Variable Investment Options you choose.

*For more information about the Investment Options and the corresponding Investment Adviser see **YOUR INVESTMENT OPTIONS – Your Variable Investment Options**.*

Transferring Among Investment Options

You can transfer among Investment Options any time, subject to certain limitations, until your Annuity Date without paying any current income tax.

- Transfers are limited to 25 for each calendar year. If you have used all 25 transfers in a calendar year, you may make 1 additional transfer of all or a portion of your Variable Account Value to the Fidelity® VIP Government Money Market Portfolio Investment Option before the start of the next calendar year.
- Only 2 transfers in any calendar month may involve any of the following Investment Options:

American Funds IS Capital Income Builder Fund	American Funds IS Capital World Bond Fund	American Funds IS Global Balanced Fund	American Funds IS Global Growth Fund
American Funds IS Global Growth and Income Fund	American Funds IS Global Small Capitalization Fund	American Funds IS International Fund	American Funds IS International Growth and Income Fund
American Funds IS New World Fund	BlackRock Global Allocation V.I. Fund	Fidelity® VIP FundsManager 60% Portfolio	First Trust/Dow Jones Dividend & Income Allocation Portfolio
Franklin Mutual Global Discovery VIP Fund	MFS Massachusetts Investors Growth Stock Portfolio	MFS Total Return Series	MFS Utilities Series
MFS Value Series	State Street Total Return V.I.S. Fund	Templeton Global Bond VIP Fund	

For example, if you transfer from the MFS Total Return Series to the MFS Utilities Series, that counts as one transfer for the calendar month. If you later transfer from the American Funds IS Global Growth Fund to the American Funds IS Capital World Bond Fund, that would be the second transfer for the calendar month and no more transfers will be allowed for any of the Investment Options listed above for the remainder of the calendar month.

- Only 2 transfers into or out of each of the following Investment Options may occur in any calendar month:

American Funds IS Asset Allocation Fund	American Funds IS Blue Chip Income and Growth Fund	American Funds IS Bond Fund	American Funds IS Growth Fund
American Funds IS Growth-Income Fund	American Funds IS High-Income Bond Fund	American Funds IS U.S. Government/AAA-Rated Securities Fund	Lord Abbett Bond Debenture Portfolio
VanEck Global Hard Assets Fund			

For example, if you transfer from the American Funds IS Growth Fund to the American Funds IS Bond Fund, that counts as one transfer for each Investment Option. Only one more transfer involving those two Investment Options can occur during the calendar month. If you later transfer from the American Funds IS Growth Fund to the American Funds IS Asset Allocation Fund, that would be the second transfer in the calendar month involving the American Funds IS Growth Fund and that Investment Option is no longer available for the remainder of the calendar month. All other Investment Options listed above would still be available to transfer into or out of for the remainder of the calendar month.

- Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. If the seventh calendar day is not a Business Day, then a transfer may not occur until the next Business Day. The day of the last transfer is not considered a calendar day for purposes of meeting this requirement. Transfers to or from the Fidelity® VIP Government Money Market Variable Investment Option are excluded from this limitation.

You can also make systematic transfers by enrolling in our dollar cost averaging, portfolio rebalancing or earnings sweep programs. Transfers made under these systematic transfer programs or automatic quarterly rebalancing under the Custom Model program are excluded from these limitations. Some restrictions may apply to transfers to or from any fixed option.

For more information about transfers and transfer limitations see **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions.**

Withdrawals

You can make full and partial withdrawals to supplement your income or for other purposes. You can withdraw a certain amount each year without paying a withdrawal charge, but any amount withdrawn in excess of this amount may incur a withdrawal charge on Purchase Payments that are less than 8 years old. Some restrictions may apply to making partial withdrawals from any fixed option.

In general, you may have to pay income taxes on withdrawals or other distributions from your Contract. If you are under age 59½, a 10% federal tax penalty may also apply to taxable withdrawals.

For more information about withdrawals and withdrawal minimums see **WITHDRAWALS – Optional Withdrawals.**

The Annuitization Phase

The annuitization phase of your Contract begins on your Annuity Date. Generally, you can choose to surrender your Contract and receive a single payment or you can annuitize your Contract and receive a series of income payments over a fixed period or for life.

You can choose fixed or variable annuity payments, or a combination of both. You can choose monthly, quarterly, semi-annual or annual payments. We will make the income payments to you or your designated payee. The Owner is responsible for any tax consequences of any annuity payments.

If you choose variable annuity payments, the amount of the payments will fluctuate depending on the performance of the Variable Investment Options you choose. After your Annuity Date, if you choose variable annuity payments, you can exchange your Subaccount Annuity Units among the Variable Investment Options up to 4 times in any 12-month period.

*For more information about annuitization see **ANNUITIZATION** and for annuity options available under the Contract see **ANNUITIZATION – Choosing Your Annuity Option – Annuity Options**.*

The Death Benefit

Generally, the Contract provides a death payout upon the first death of an Owner or the death of the sole surviving Annuitant, whichever occurs first, during the accumulation phase. Death benefit proceeds are payable when we receive proof of death and payment instructions In Proper Form. To whom we pay a death benefit depends on who dies first and the type of Contract you own. The Contract (without taking into account any optional death benefit rider) also provides a Death Benefit Amount (see the *Death Benefit Amount* subsection in **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS**).

*For more information about the death benefit see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**.*

Optional Riders

Optional Riders are subject to availability (including state availability) and may be discontinued for purchase at anytime without prior notice. Before purchasing any optional Rider, make sure you understand all of the terms and conditions and consult with your financial professional for advice on whether an optional Rider is appropriate for you. We reserve the right to only allow the purchase of an optional living benefit Rider at Contract issue and will give prior written notice and amend the prospectus to reflect such a change. Your election to purchase an optional Rider must be received In Proper Form.

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own, and you will not be able to increase your Contract Value or increase any protected amounts under your optional living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice. See the Subsequent Purchase Payments subsection for any of the optional living benefit riders in the **OPTIONAL LIVING BENEFIT RIDERS section for additional information.**

Stepped-Up Death Benefit II

This optional Rider offers you the ability to lock in market gains for your beneficiaries with a stepped-up death benefit, which is the highest Contract Value on any previous Contract Anniversary (prior to the oldest of the Owner's or Annuitant's 81st birthday) adjusted for additional Purchase Payments and withdrawals. There is a reset to the benefits provided under the Rider when certain owner changes are made (see the *Owner Change* subsection of the Rider for more information). You may not purchase this Rider after the Contract Date.

*For more information about the Stepped-Up Death Benefit II see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Stepped-Up Death Benefit II**.*

Stepped-Up Death Benefit

This optional Rider offers you the ability to lock in market gains for your beneficiaries with a stepped-up death benefit, which is the highest Contract Value on any previous Contract Anniversary (prior to the oldest of the Owner's or Annuitant's 81st birthday) adjusted for additional Purchase Payments and withdrawals. You may not purchase this Rider after the Contract Date.

*For more information about the Stepped-Up Death Benefit see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Stepped-Up Death Benefit**.*

Optional Living Benefit Riders

Living benefit riders available through this Contract, for an additional cost, are categorized as guaranteed minimum withdrawal benefit riders. The following is a list (which may change from time to time) of riders currently available (**effective June 1, 2020, the riders listed below will no longer be available for purchase**):

Guaranteed Minimum Withdrawal Benefit

- CoreIncome Advantage Select (Single)
- CoreIncome Advantage Select (Joint)

The guaranteed minimum withdrawal benefit riders focus on providing an income stream for life through withdrawals during the accumulation phase, if certain conditions are met. The riders have the same basic structure with differences in the percentage that may be withdrawn each year, how long the withdrawals may last (for example, for a single life or for joint lives), and what age lifetime withdrawals may begin, if applicable. The riders also offer the potential to lock in market gains on each Contract Anniversary which may increase the annual amount you may withdraw each year under the rider. The riders provide an income stream regardless of market performance, even if your Contract Value is reduced to zero.

Additional Information Applicable to Optional Living Benefit Riders

You can find more information about the costs associated with the optional riders within the next few pages and in the **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges** section. You can find complete information about each optional rider and its key features and benefits in the **OPTIONAL LIVING BENEFIT RIDERS** section.

You may purchase an optional Rider on the Contract Date or on any Contract Anniversary (if available). In addition, if you purchase a Rider within 60 calendar days after the Contract Date or, if available, within 60 calendar days after any Contract Anniversary, the Rider Effective Date will be that Contract Date or Contract Anniversary. Your election to purchase an optional Rider must be received In Proper Form. You can find complete purchasing and eligibility information about each optional rider in the *Purchasing Your Rider* subsection of each rider. See the **OPTIONAL LIVING BENEFIT RIDERS** and the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** sections.

At initial purchase and during the entire time that you own an optional living benefit Rider, you must invest your entire Contract Value in an asset allocation program or in Investment Options we make available for these Riders. The allocation limitations associated with these Riders may limit the number of Investment Options that are otherwise available to you under your Contract. See **OPTIONAL LIVING BENEFIT RIDERS – General Information – Investment Allocation Requirements**. Failure to adhere to the Investment Allocation Requirements may cause your Rider to terminate. **We reserve the right to add, remove or change asset allocation programs or Investment Options we make available for these Riders at any time. We may make such a change due to a fund reorganization, fund substitution, to help protect our ability to provide the guarantees under these riders (for example, changes in an underlying portfolio’s investment objective and principal investment strategies, or changes in general market conditions), or otherwise. Generally, a change to an existing allowable Investment Option will not require you to reallocate or transfer the total amount of Contract Value allocated to an affected Investment Option, except when an underlying portfolio is liquidated by a determination of its Board of Directors or by a fund substitution. If a change is required that will result in a reallocation or transfer of an existing Investment Option, we will provide you with reasonable notice (generally 90 calendar days) prior to the effective date of such change to allow you to reallocate your Contract Value to maintain your rider benefits. If you do not reallocate your Contract Value your rider will terminate.**

Distributions made due to a request for partial annuitization, divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may adversely affect Rider benefits.

Taking a withdrawal before a certain age or a withdrawal that is greater than the annual withdrawal amount (“excess withdrawal”) under a particular Rider may result in adverse consequences such as a permanent reduction in Rider benefits or the failure to receive lifetime withdrawals under a Rider. If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.

Some optional riders allow for owner elected Resets/Step-Ups. If you elect to Reset/Step-Up, your election must be received, In Proper Form, within 60 calendar days after the Contract Anniversary (“60 calendar day period”) on which the Reset/Step-Up is effective. We may, at our sole discretion, allow Resets/Step-Ups after the 60 calendar day period. We reserve the right to refuse a Reset/Step-Up request after the 60 calendar day period regardless of whether we may have allowed you or others to Reset/Step-Up in the past. Each Contract Anniversary starts a new 60 calendar day period in which a Reset/Step-Up may be elected.

Taking a loan while an optional living benefit Rider is in effect will terminate your Rider. Work with your financial professional before taking a loan.

Work with your financial professional to review the different riders available for purchase, how they function, how the riders differ from one another, and to understand all of the terms and conditions of an optional rider prior to purchase.

Fees and Expenses

This section of the overview explains the fees and expenses that you will pay when buying, owning and surrendering your Contract.

Contract Transaction Expenses

The following describes the transaction fees and expenses that you may pay when you make withdrawals or surrender your Contract. Expenses are fixed under the terms of your Contract. Premium taxes and/or other taxes may also apply to your Contract. We generally charge state premium taxes and/or other taxes when you annuitize your Contract, but there are other times when we charge them to your Contract instead. Please see your Contract for details.

- Withdrawal Charge Schedule (as a percentage of Purchase Payments withdrawn)¹

Total Purchase Payment Amount	Age of Purchase Payment Being Withdrawn							
	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years or more
Less than \$50,000	5%	5%	4%	4%	3%	3%	2%	0%
\$50,000 to \$99,999	5%	4%	4%	3%	3%	2%	2%	0%
\$100,000 to \$249,999	4%	3%	3%	2%	2%	2%	1%	0%
\$250,000 to \$499,999	3%	2%	2%	2%	1%	1%	1%	0%
\$500,000 to \$999,999	2%	2%	2%	1%	1%	1%	1%	0%
\$1,000,000 or more	2%	2%	1%	1%	1%	1%	1%	0%

Periodic Expenses

The following describes the fees and expenses that you will pay periodically during the time you own your Contract not including Portfolio fees and expenses.

- Annual Fee² \$30.00
- Premium Based Charge³

Total Purchase Payment Amount	Quarterly Premium Based Charge Percentage	Annual Equivalent of Premium Based Charge Percentage
Less than \$50,000	0.1750%	0.70%
\$50,000 to \$99,999	0.1500%	0.60%
\$100,000 to \$249,999	0.1250%	0.50%
\$250,000 to \$499,999	0.0875%	0.35%
\$500,000 to \$999,999	0.0625%	0.25%
\$1,000,000 or more	0.0375%	0.15%

Separate Account A Annual Expenses (as a percentage of the average daily Variable Account Value⁴):

	Without any Death Benefit Rider	With Stepped-Up Death Benefit II Rider Only	With Stepped-Up Death Benefit Rider Only
• Mortality and Expense Risk Charge ⁵	0.60%	0.60%	0.60%
• Administrative Fee ⁵	0.15%	0.15%	0.15%
• Death Benefit Rider Charge ^{5, 6}	N/A	<u>0.20%</u>	<u>0.20%</u>
• Total Separate Account A Annual Expenses	<u>0.75%</u>	<u>0.95%</u>	<u>0.95%</u>

The Mortality and Expense Risk Charge and the Administrative Fee will not continue after the Annuity Date if fixed annuity payments are elected. If variable annuity payments are elected, both charges will continue after the Annuity Date. For more information about

these charges, please see the **CHARGES, FEES AND DEDUCTIONS - Mortality and Expense Risk Charge and Administrative Fee** sections.

Loan Expenses (interest on Contract Debt) (Loans are only available with certain Qualified Contracts. See **FEDERAL TAX ISSUES – Qualified Contracts – General Rules – Loans**):

- Loan Interest Rate (net)⁷ 2.00%

Optional Rider⁸ Annual Expenses:

	Maximum Charge Percentage
<i>Guaranteed Minimum Withdrawal Benefit</i>	
CoreIncome Advantage Select Charge (Single) ⁹	2.00%
CoreIncome Advantage Select Charge (Joint) ⁹	2.50%

	Current Charge Percentage	Maximum Charge Percentage
<i>Guaranteed Minimum Withdrawal Benefit</i>		
CoreIncome Advantage 5 Plus Charge (Single) ¹⁰	1.55%	1.55%
CoreIncome Advantage 5 Plus Charge (Joint) ¹⁰	1.80%	1.80%
Automatic Income Builder Charge ¹¹	1.50%	1.50%

¹ The withdrawal charge may or may not apply or may be reduced under certain circumstances. The age is measured from the date of each Purchase Payment. For situations where a withdrawal charge may not apply, see **CHARGES, FEES AND DEDUCTIONS** and see **WITHDRAWALS – Withdrawals Free of a Withdrawal Charge** for situations where the withdrawal charge amount may be reduced.

² We deduct an Annual Fee on each Contract Anniversary up to your Annuity Date and when you make a full withdrawal if the Contract Value on these days is less than \$50,000 after deducting any outstanding loan and interest (your Net Contract Value). See **CHARGES, FEES AND DEDUCTIONS**.

³ Each Purchase Payment is subject to this charge over a 7 year period and the charge is deducted on a quarterly basis. See **CHARGES, FEES AND DEDUCTIONS – Premium Based Charge**.

⁴ The Variable Account Value is the value of your Variable Investment Options on any Business Day.

⁵ This is an annual rate and is assessed on a daily basis. The daily rate is calculated by dividing the annual rate by 365.

⁶ If you buy an optional death benefit rider, we will add this charge to the Mortality and Expense Risk Charge until, and including, your Annuity Date.

⁷ If we process a loan on your Contract, we will charge you a gross interest rate of 5% on your outstanding principal amount. We will credit you the amount of 3% on any Contract Value attributed to your Loan Account. The net amount of interest you pay on your loan will be 2% annually. See **FEDERAL TAX ISSUES – Qualified Contracts – General Rules – Loans**.

⁸ Only one guaranteed minimum withdrawal benefit rider may be owned or in effect at the same time.

⁹ If you buy CoreIncome Advantage Select (Single) or (Joint), the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the charge percentage in effect for you (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **OPTIONAL LIVING BENEFIT RIDERS – CoreIncome Advantage Select (Single) or (Joint)**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base and/or due to changes in the annual charge percentage applied. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. The charge may be waived under certain circumstances. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**.

¹⁰ If you purchased CoreIncome Advantage 5 Plus (Single) or (Joint), the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the current charge percentage (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **APPENDIX D**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. Under the Single version, we will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant, upon full annuitization of your Contract, or if your Contract Value is zero. Under the Joint version, we will waive the annual charge if the Rider terminates as a result of the death of the surviving Designated Life, upon full annuitization of your Contract, or if your Contract Value is zero. Upon full annuitization, the annual charge is only waived for the quarter that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**. CoreIncome Advantage 5 Plus (Single or Joint) is no longer available for purchase.

¹¹ If you purchased Automatic Income Builder, the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the current charge percentage (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **APPENDIX D**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct this charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. We will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant, upon full annuitization of

your Contract or after the Contract Value is zero. Upon full annuitization, the annual charge is only waived for the quarter that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**. Automatic Income Builder is no longer available for purchase.

Total Annual Fund Operating Expenses

For more about the underlying Funds see **YOUR INVESTMENT OPTIONS – Your Variable Investment Options**, and see each underlying Fund Prospectus.

This table shows the minimum and maximum total annual operating expenses incurred by the Portfolios that you indirectly pay during the time you own the Contract. This table shows the range (minimum and maximum) of fees and expenses (including management fees, shareholder servicing and/or distribution (12b-1) fees, and other expenses) charged by any of the Portfolios, expressed as an annual percentage of average daily net assets. The amounts are based on expenses paid in the year ended December 31, 2019, adjusted to reflect anticipated changes in fees and expenses, or, for new Portfolios, are based on estimates for the current fiscal year.

Each Variable Account of the Separate Account purchases shares of the corresponding Fund Portfolio at net asset value. The net asset value reflects the investment advisory fees and other expenses that are deducted from the assets of the Portfolio. The advisory fees and other expenses are not fixed or specified under the terms of the Contract, and they may vary from year to year. These fees and expenses are described in each Fund Prospectus.

	Minimum	Maximum
Range of total annual portfolio operating expenses <u>before</u> any waivers or expense reimbursements	0.28%	1.93%
Range of total annual portfolio operating expenses <u>after</u> any waivers or expense reimbursements	0.28%	1.93%

To help limit Fund expenses, Fund advisers have contractually agreed to reduce investment advisory fees or otherwise reimburse certain Portfolios of their respective Funds which may reduce the Portfolio’s expenses. The range of expenses in the first row above does not include the effect of any waiver and/or expense reimbursement arrangement. The range of expenses in the second row above includes the effect of Fund waiver and/or expense reimbursement arrangements that are in effect. The waiver and/or reimbursement arrangements vary in length. There can be no assurance that Fund expense waivers or reimbursements will be extended beyond their current terms as outlined in each Fund prospectus, and they may not cover certain expenses such as extraordinary expenses. **See each Fund prospectus for complete information regarding annual operating expenses and any waivers or reimbursements in effect for a particular Fund.**

Examples

The following examples are intended to help you compare the cost of investing in your Contract with the cost of investing in other variable annuity contracts. The maximum amounts reflected below include the maximum periodic Contract expenses, Contract Transaction Expenses, Separate Account annual expenses and the Portfolio with the highest fees and expenses for the year ended December 31, 2019. The maximum amounts also include the combination of optional Riders whose cumulative maximum charge expenses totaled more than any other optional Rider combination. The optional Riders included are Stepped-Up Death Benefit II and CoreIncome Advantage Select (Joint). The minimum amounts reflected below include the minimum periodic Contract expenses, Separate Account annual expenses and the Portfolio with the lowest fees and expenses for the year ended December 31, 2019. The minimum amounts do not include any optional Riders.

The examples assume that you invest \$10,000 in the Contract for the time periods indicated. They also assume that your Purchase Payment has a 5% return each year and assumes the maximum and minimum fees and expenses of all of the Investment Options available. Although your actual costs may be higher or lower, based on these assumptions, your maximum and minimum costs would be:

- If you surrendered your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum	\$1,091	\$2,273	\$3,438	\$6,022
Minimum	\$655	\$985	\$1,329	\$2,002

- If you annuitized your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum	\$1,091	\$1,913	\$3,168	\$6,022
Minimum	\$655	\$625	\$1,059	\$2,002

- If you did not surrender, annuitize, but left your money in your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum	\$641	\$1,913	\$3,168	\$6,022
Minimum	\$205	\$625	\$1,059	\$2,002

In calculating the examples above, we used the maximum and minimum total operating expenses of all the Portfolios as shown in the **Fees And Expenses** section of each Fund Prospectus. For more information on Contract fees and expenses, see **CHARGES, FEES AND DEDUCTIONS** in this Prospectus, and see each Fund Prospectus. See the **FINANCIAL HIGHLIGHTS (Condensed Financial Information)** appendix in this Prospectus for condensed financial information about the Subaccounts.

YOUR INVESTMENT OPTIONS

Some broker-dealers may not allow or may limit the amount you may allocate to certain Investment Options. Work with your financial professional to help you choose the right Investment Options for your investment goals and risk tolerance.

You may choose among the different Variable Investment Options and the DCA Plus Fixed Option.

Your Variable Investment Options

We consider various factors when determining the Fund portfolios offered under this Contract. Such fund factors include some or all of the following: Fund reputation, asset class, investment objective, investment performance, manager and sub-adviser experience, brand recognition, portfolio share class, and portfolio expenses. We may also consider whether the underlying Fund makes fee payments for distribution and/or service fees (12b-1 fees), if a Fund affiliate makes fee payments for certain administrative support, or if the Fund is affiliated with us. See **ADDITIONAL INFORMATION – Service Arrangements** in this Prospectus and the underlying Fund prospectus for additional information.

We do not recommend or endorse any particular Fund and we do not provide investment advice.

Each Variable Investment Option invests in a separate Fund Portfolio. For your convenience, the following chart summarizes some basic data about each Portfolio. **This chart is only a summary. For more complete information on each Portfolio, including a discussion of the Portfolio's investment techniques and the risks associated with its investments, see the applicable Fund Prospectus. No assurance can be given that a Portfolio will achieve its investment objective. YOU SHOULD READ EACH FUND PROSPECTUS CAREFULLY BEFORE INVESTING.** You can obtain a Fund prospectus by contacting your financial professional or by visiting www.PacificLife.com.

If certain optional living benefit riders are elected, only Investment Options marked with an “” are available for investment. For more information, see **OPTIONAL LIVING BENEFIT RIDERS – General Information – Investment Allocation Requirements**.*

AIM VARIABLE INSURANCE FUNDS (INVESCO VARIABLE INSURANCE FUNDS)	INVESTMENT GOAL	MANAGER
Invesco V.I. Equity and Income Fund Series II	Both capital appreciation and current income.	Invesco Advisers, Inc.

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.	INVESTMENT GOAL	MANAGER
American Century VP Mid Cap Value Fund Class II	Seeks long-term capital growth. Income is a secondary objective.	American Century Investment Management, Inc.

AMERICAN FUNDS INSURANCE SERIES	INVESTMENT GOAL	MANAGER
*American Funds IS Asset Allocation Fund Class 4	Provide high total return (including income and capital gains) consistent with preservation of capital over the long term.	Capital Research and Management Company SM
American Funds IS Blue Chip Income and Growth Fund Class 4	Provide income exceeding the average yield on U.S. stocks generally and to provide an opportunity for growth of principal consistent with sound common stock investing.	Capital Research and Management Company SM
American Funds IS Bond Fund Class 4	Provide as high a level of current income as is consistent with the preservation of capital.	Capital Research and Management Company SM
American Funds IS Capital Income Builder® Class 4	The fund has two primary investment objectives. It seeks (1) to provide a level of current income that exceeds the average yield on U.S. stocks generally and (2) to provide a growing stream of income over the years. Secondary objective is to provide growth of capital.	Capital Research and Management Company SM

AMERICAN FUNDS INSURANCE SERIES	INVESTMENT GOAL	MANAGER
American Funds IS Capital World Bond Fund Class 4 <i>(formerly called American Funds IS Global Bond Fund)</i>	The fund's investment objective is to provide you, over the long term, with a high level of total return consistent with prudent investment management. Total return comprises the income generated by the fund and the changes in the market value of the fund's investments.	Capital Research and Management Company SM
American Funds IS Global Balanced Fund Class 4	Provide the balanced accomplishment of three objectives: long term growth of capital, conservation of principal and current income.	Capital Research and Management Company SM
American Funds IS Global Growth and Income Fund Class 4	Provide long-term growth of capital while providing current income.	Capital Research and Management Company SM
American Funds IS Global Growth Fund Class 4	Provide long-term growth of capital.	Capital Research and Management Company SM
American Funds IS Global Small Capitalization Fund Class 4	Provide long-term growth of capital.	Capital Research and Management Company SM
American Funds IS Growth Fund Class 4	Provide growth of capital.	Capital Research and Management Company SM
American Funds IS Growth-Income Fund Class 4	Provide long-term growth of capital and income.	Capital Research and Management Company SM
American Funds IS High-Income Bond Fund Class 4	Provide a high level of current income. Its secondary investment objective is capital appreciation.	Capital Research and Management Company SM
American Funds IS International Fund Class 4	Provide long-term growth of capital.	Capital Research and Management Company SM
American Funds IS International Growth and Income Fund Class 4	Provide long-term growth of capital while providing current income.	Capital Research and Management Company SM
American Funds IS New World Fund® Class 4	Provide long-term capital appreciation.	Capital Research and Management Company SM
American Funds IS U.S. Government/AAA-Rated Securities Fund Class 4	Provide a high level of current income consistent with preservation of capital.	Capital Research and Management Company SM
BLACKROCK VARIABLE SERIES FUNDS, INC	INVESTMENT GOAL	MANAGER
BlackRock Capital Appreciation V.I. Fund Class III	Seeks long-term growth of capital.	BlackRock Advisors, LLC
*BlackRock Global Allocation V.I. Fund Class III	Seeks high total investment return.	BlackRock Advisors, LLC

FIDELITY® VARIABLE INSURANCE PRODUCTS FUNDS	INVESTMENT GOAL	MANAGER
Fidelity® VIP Contrafund® Portfolio Service Class 2	Seeks long-term capital appreciation.	Fidelity Management & Research LLC
*Fidelity® VIP FundsManager® 60% Portfolio Service Class 2	Seeks high total return.	Fidelity Management & Research LLC
Fidelity® VIP Government Money Market Portfolio Service Class	Seeks as high a level of current income as is consistent with preservation of capital and liquidity.	Fidelity Management & Research LLC
Fidelity® VIP Strategic Income Portfolio Service Class 2	Seeks a high level of current income. The fund may also seek capital appreciation.	Fidelity Management & Research LLC

FIRST TRUST VARIABLE INSURANCE TRUST	INVESTMENT GOAL	MANAGER
*First Trust/Dow Jones Dividend & Income Allocation Portfolio Class I	Seeks to provide total return by allocating among dividend- paying stocks and investment grade bonds.	First Trust Advisors L.P.

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST	INVESTMENT GOAL	MANAGER
*Franklin Allocation VIP Fund Class 2	Seeks capital appreciation, with income as a secondary goal.	Franklin Advisers, Inc.
Franklin Mutual Global Discovery VIP Fund Class 2	Seeks capital appreciation.	Franklin Mutual Advisers, LLC
Franklin Rising Dividends VIP Fund Class 2	Seeks long-term capital appreciation, with preservation of capital as an important consideration.	Franklin Advisers, Inc.
Templeton Global Bond VIP Fund Class 2	Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.	Franklin Advisers, Inc.

JANUS ASPEN SERIES	INVESTMENT GOAL	MANAGER
*Janus Henderson Balanced Portfolio Service Shares	Long-term capital growth, consistent with preservation of capital and balanced by current income.	Janus Capital Management LLC

LORD ABBETT SERIES FUND, INC.	INVESTMENT GOAL	MANAGER
Lord Abnett Bond Debenture Portfolio Class VC	Seeks high current income and the opportunity for capital appreciation to produce a high total return.	Lord, Abnett & Co., LLC
Lord Abnett Total Return Portfolio Class VC	Seeks income and capital appreciation to produce a high total return.	Lord, Abnett & Co., LLC

MFS VARIABLE INSURANCE TRUST	INVESTMENT GOAL	MANAGER
MFS[®] Massachusetts Investors Growth Stock Portfolio – Service Class¹	Seeks capital appreciation.	Massachusetts Financial Services Company
*MFS[®] Total Return Series – Service Class²	Seeks total return.	Massachusetts Financial Services Company
MFS[®] Utilities Series – Service Class²	Seeks total return.	Massachusetts Financial Services Company
MFS[®] Value Series – Service Class²	Seeks capital appreciation.	Massachusetts Financial Services Company

¹ This portfolio is part of MFS Variable Insurance Trust II.

² These portfolios are part of MFS Variable Insurance Trust.

PACIFIC SELECT FUND	INVESTMENT GOAL	MANAGER
<i>All Portfolios offered are Class I.</i>		
Comstock Portfolio	Seeks long-term growth of capital.	Invesco Advisers, Inc.
Diversified Bond Portfolio	Seeks to maximize total return consistent with prudent investment management.	Western Asset Management Company, LLC
Dividend Growth Portfolio	Seeks dividend income and long-term capital appreciation.	T. Rowe Price Associates, Inc.
Emerging Markets Debt Portfolio	Seeks to maximize total return consistent with prudent investment management.	Ashmore Investment Management Limited
Emerging Markets Portfolio	Seeks long-term growth of capital.	Invesco Advisers, Inc.
Equity Index Portfolio	Seeks investment results that correspond to the total return of common stocks that are publicly traded in the U.S.	BlackRock Investment Management, LLC
Floating Rate Income Portfolio	Seeks a high level of current income.	Pacific Asset Management LLC
Focused Growth Portfolio	Seeks long-term growth of capital.	Janus Capital Management LLC
Growth Portfolio	Seeks long-term growth of capital.	MFS Investment Management
High Yield Bond Portfolio	Seeks a high level of current income.	Pacific Asset Management LLC
Inflation Managed Portfolio	Seeks to maximize total return consistent with prudent investment management.	Pacific Investment Management Company LLC
International Large-Cap Portfolio	Seeks long-term growth of capital.	MFS Investment Management
International Small-Cap Portfolio	Seeks long-term growth of capital.	QS Investors, LLC
International Value Portfolio	Seeks long-term capital appreciation primarily through investment in equity securities of corporations domiciled in countries with developed economies and markets other than the U.S. Current income from dividends and interest will not be an important consideration.	Wellington Management Company LLP

PACIFIC SELECT FUND	INVESTMENT GOAL	MANAGER
Large-Cap Growth Portfolio	Seeks long-term growth of capital; current income is of secondary importance.	BlackRock Investment Management, LLC
Large-Cap Value Portfolio	Seeks long-term growth of capital; current income is of secondary importance.	ClearBridge Investments, LLC
Main Street[®] Core Portfolio	Seeks long-term growth of capital and income.	Invesco Advisers, Inc.
Managed Bond Portfolio	Seeks to maximize total return consistent with prudent investment management.	Pacific Investment Management Company LLC
Mid-Cap Equity Portfolio	Seeks capital appreciation.	Scout Investments, Inc.
Mid-Cap Growth Portfolio	Seeks long-term growth of capital.	Ivy Investment Management Company
Mid-Cap Value Portfolio	Seeks long-term growth of capital.	Boston Partners Global Investors, Inc.
*Pacific Dynamix – Conservative Growth Portfolio	Seeks current income and moderate growth of capital.	Pacific Life Fund Advisors LLC
*Pacific Dynamix – Growth Portfolio	Seeks moderately high, long-term growth of capital with low, current income.	Pacific Life Fund Advisors LLC
*Pacific Dynamix – Moderate Growth Portfolio	Seeks long-term growth of capital and low to moderate income.	Pacific Life Fund Advisors LLC
Portfolio Optimization Aggressive-Growth Portfolio	Seeks high, long-term capital appreciation.	Pacific Life Fund Advisors LLC
*Portfolio Optimization Conservative Portfolio	Seeks current income and preservation of capital.	Pacific Life Fund Advisors LLC
*Portfolio Optimization Growth Portfolio	Seeks moderately high, long-term capital appreciation with low, current income.	Pacific Life Fund Advisors LLC
*Portfolio Optimization Moderate Portfolio	Seeks long-term growth of capital and low to moderate income.	Pacific Life Fund Advisors LLC
*Portfolio Optimization Moderate-Conservative Portfolio	Seeks current income and moderate growth of capital.	Pacific Life Fund Advisors LLC
Real Estate Portfolio	Seeks current income and long-term capital appreciation.	Principal Real Estate Investors LLC
Short Duration Bond Portfolio	Seeks current income; capital appreciation is of secondary importance.	T. Rowe Price Associates, Inc.
Small-Cap Equity Portfolio	Seeks long-term growth of capital.	Franklin Mutual Advisers, LLC & BlackRock Investment Management, LLC
Small-Cap Growth Portfolio <i>(formerly called Developing Growth Portfolio)</i>	Seeks capital appreciation; no consideration is given to income.	MFS Investment Management
Small-Cap Index Portfolio	Seeks investment results that correspond to the total return of an index of small-capitalization companies.	BlackRock Investment Management, LLC
Small-Cap Value Portfolio	Seeks long-term growth of capital.	AllianceBernstein L.P.
Value Advantage Portfolio	Seeks to provide long-term total return from a combination of income and capital gains.	J.P. Morgan Investment Management Inc.

STATE STREET VARIABLE INSURANCE SERIES FUNDS, INC.	INVESTMENT GOAL	MANAGER
*State Street Total Return V.I.S. Fund Class 3	Highest total return, composed of current income and capital appreciation, as is consistent with prudent investment risk.	SSGA Funds Management, Inc.

VANECK VIP TRUST	INVESTMENT GOAL	MANAGER
VanEck VIP Global Hard Assets Fund Class S	Seeks long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.	Van Eck Associates Corporation

The Investment Adviser

American Century Investment Management, Inc. is the investment adviser of the American Century Variable Portfolios, Inc.

Capital Research and Management CompanySM is the investment adviser of the American Funds Insurance Series.

BlackRock Advisors, LLC is the investment adviser for the BlackRock Variable Series Funds, Inc.

Fidelity Management & Research LLC is the investment adviser for the Fidelity[®] Variable Insurance Products Funds.

First Trust Advisors L.P. is the investment advisor for the First Trust Variable Insurance Trust.

Franklin Mutual Advisers, LLC is the investment adviser for the Franklin Mutual Global Discovery VIP Fund. Franklin Advisers, Inc. is the investment adviser for the Franklin Allocation VIP Fund, Franklin Rising Dividends VIP Fund, and Templeton Global Bond VIP Fund. These Portfolios are part of the Franklin Templeton Variable Insurance Products Trust.

Invesco Advisers, Inc. is the investment adviser for the AIM Variable Insurance Funds (Invesco Variable Insurance Funds).

Janus Capital Management LLC is the investment adviser of the Janus Aspen Series.

Lord, Abnett & Co. LLC is the investment adviser for the Lord Abnett Series Fund, Inc.

Massachusetts Financial Services Company is the investment adviser for the MFS Variable Insurance Trust.

Pacific Life Fund Advisors LLC (PLFA), a subsidiary of Pacific Life Insurance Company, is the investment adviser for the Pacific Select Fund. PLFA and the Pacific Select Fund's Board of Trustees oversee the management of all the Pacific Select Fund's Portfolios, and PLFA also manages certain portfolios directly.

SSGA Funds Management, Inc. is the investment adviser for the State Street Variable Insurance Series Funds, Inc.

Van Eck Associates Corporation is the investment adviser of the VanEck VIP Trust.

Your Fixed Option

The DCA Plus Fixed Option offers you a guaranteed minimum interest rate on amounts that you allocate to this option. You may only allocate Purchase Payments to the DCA Plus Fixed Option (you cannot make transfers from other Investment Options to the DCA Plus Fixed Option) and you may choose a Guarantee Term of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. Any amount allocated to this option will be transferred monthly (over the Guarantee Term) to one or more of the Variable Investment Option(s) you selected. Amounts you allocate to this option, and your earnings credited are held in our General Account. For more detailed information about this option, see **THE GENERAL ACCOUNT**.

PURCHASING YOUR CONTRACT

How to Apply for Your Contract

To purchase a Contract, you must work with your financial professional to fill out an application and submit it along with your initial Purchase Payment to Pacific Life & Annuity Company at P.O. Box 2736, Omaha, Nebraska 68103-2736. In those instances when we receive electronic transmission of the information on the application from your financial professional's broker-dealer firm and our administrative procedures with your broker-dealer so provide, we consider the application to be received on the Business Day we receive the transmission. If your application and Purchase Payment are complete when received, or once they have become complete, we will issue your Contract within 2 Business Days. If some information is missing from your application, we may delay issuing your Contract while we obtain the missing information. However, we will not hold your initial Purchase Payment for more than 5 Business Days without your permission. In any case, we will not hold your initial Purchase Payment after 20 Business Days.

You may also purchase a Contract by exchanging your existing annuity. Call your financial professional or call us at (800) 748-6907 if you are interested in this option. Financial professionals may call us at (877) 441-2357.

We reserve the right to reject any application or Purchase Payment for any reason, subject to any applicable nondiscrimination laws and to our own standards and guidelines. On your application, you must provide us with a valid U.S. tax identification number for federal, state, and local tax reporting purposes.

The maximum age of a Contract Owner/Annuitant, including Joint Owners/Annuitants and Contingent Annuitants, for which a Contract will be issued is 85. The Contract Owner's age is calculated as of his or her last birthday. If any Contract Owner or any sole Annuitant named in the application for a Contract dies and we are notified of the death before we issue the Contract, then we will return the amount we received. If we issue the Contract and are subsequently notified after issuance that the death occurred prior to issue, then the application for the Contract and/or any Contract issued will be deemed cancelled and a refund will be issued. The refund amount will be the Contract Value based upon the next determined Accumulated Unit Value (AUV) after we receive proof of death, In Proper Form, of the Contract Owner or Annuitant, plus a refund of any amounts that may have been deducted as Contract fees and charges or used to pay premium taxes and/or any other taxes. Any refunded assets may be subject to probate.

Making Your Investments ("Purchase Payments")

Making Your Initial Purchase Payment

Your initial Purchase Payment must be at least \$10,000 for a Non-Qualified Contract or a Qualified Contract. Currently, we are not enforcing the minimum initial Purchase Payment on Qualified Contracts but we reserve the right to enforce the minimum initial Purchase Payment on Qualified Contracts in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum initial Purchase Payment on Qualified Contracts. For Non-Qualified Contracts, if the entire minimum initial Purchase Payment is not included when you submit your application, you must establish a pre-authorized investment program. A pre-authorized investment program allows you to pay the remainder of the required initial Purchase Payment in equal installments over the first Contract Year. Further requirements for the pre-authorized investment program are discussed in the Pre-Authorized Investment Request form.

You must obtain our consent before making an initial or additional Purchase Payment that will bring your aggregate Purchase Payments over \$1,000,000. For purposes of this limit, the aggregate purchase payments are based on all contracts for which you are either owner and/or annuitant.

Making Additional Purchase Payments

If your Contract is Non-Qualified, you may choose to invest additional amounts in your Contract at any time. If your Contract is Qualified, the method of contribution and contribution limits may be restricted by the Qualified Plan or the Internal Revenue Code ("the Code"). Each additional Purchase Payment must be at least \$250 for a Non-Qualified Contract and \$50 for a Qualified Contract. Currently, we are not enforcing the minimum additional Purchase Payment amounts but we reserve the right to enforce the minimum additional Purchase Payment amounts in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum additional Purchase Payment amounts. Additional Purchase Payments will be allocated according to the instructions we have on file unless we receive specific allocation instructions.

If you purchase an optional rider, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit rider that you may own, and you will not be able to increase your Contract Value or increase any protected amounts under your optional living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice.

Forms of Purchase Payment

Your initial and additional Purchase Payments may be sent by personal or bank check or by wire transfer. Purchase Payments must be made in a form acceptable to us before we can process it. Acceptable forms of Purchase Payments are:

- personal checks or cashier's checks drawn on a U.S. bank,
- money orders and traveler's checks in single denominations of more than \$10,000 if they originate in a U.S. bank,
- third party payments when there is a clear connection of the third party to the underlying transaction, and
- wire transfers that originate in U.S. banks.

We will not accept Purchase Payments in the following forms:

- cash,
- credit cards or checks drawn against a credit card account,
- money orders or traveler's checks in single denominations of \$10,000 or less,
- starter checks,
- home equity checks,
- eChecks,
- cashier's checks, money orders, traveler's checks or personal checks drawn on non-U.S. banks, even if the payment may be effected through a U.S. bank,
- third party payments if there is not a clear connection of the third party to the underlying transaction, and
- wire transfers that originate from foreign bank accounts.

All unacceptable forms of Purchase Payments will be returned to the payor along with a letter of explanation. We reserve the right to reject or accept any form of payment. Any unacceptable Purchase Payment inadvertently invested may be returned and the amount returned may be more or less than the amount submitted. If a Purchase Payment is made by check other than a cashier's check, we may hold the check and the payment of any withdrawal proceeds and any refund during the "Right to Cancel" period may be delayed until we receive confirmation in our Service Center that your check has cleared. In general, a delay of the payment of withdrawal proceeds or any refund during the check hold period will not exceed ten Business Days after we receive your withdrawal or "Right to Cancel" request In Proper Form. We will calculate the value of your proceeds as of the end of the Business Day we received your withdrawal or "Right to Cancel" request In Proper Form.

HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED

Choosing Your Investment Options

You may allocate your Purchase Payments among any of the available Investment Options. Allocations of your initial Purchase Payment to the Investment Options you selected will be effective on your Contract Date. Each additional Purchase Payment will be allocated to the Investment Options according to your allocation instructions in your application, or most recent instructions, if any, subject to the terms described in **WITHDRAWALS – Right to Cancel ("Free Look")**. We reserve the right to require that your allocation to any particular Investment Option must be at least \$500. We also reserve the right (with prior written notice) to transfer any remaining Account Value that is not at least \$500 to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If your Contract is issued in exchange for another annuity contract or a life insurance policy, our administrative procedures may vary.

Custom Model

The Custom Model program is only available for Contracts issued before May 1, 2012 and for use with optional living benefit riders with a Rider Effective Date before May 1, 2012.

The Custom Model program allows you, with the help of your financial professional, to create your own asset allocation model that will comply with the Investment Allocation Requirements for certain optional living benefit Riders. (See **OPTIONAL LIVING BENEFIT RIDERS – General Information – Investment Allocation Requirements**.) You will create your own model using the parameters listed below.

Parameters. To create your model, you may select Investment Options from the 4 Categories (Categories A, B, C and D) listed below. You must allocate at least 25% into each of Categories A, B, and C. You may not allocate more than 15% into any one Investment Option within Category A, B, or C. Category D is optional and you are not required to allocate any part of your Purchase Payment or Contract Value to this Category. If you choose to allocate your Purchase Payment or Contract Value to Category D, you are allowed to allocate up to 25% into any one Investment Option within Category D. Allocation percentages among the Categories must total 100%. The percentage allocation requirements only apply to your Variable Account Value. The model you create will be automatically rebalanced on a quarterly basis.

Example: Assume a \$100,000 Purchase Payment. Following the parameters and using the Investment Options listed from the Categories below, you may allocate your Purchase Payment as follows:

- Category A – 15% to Diversified Bond Portfolio, 10% to Managed Bond Portfolio and 5% to High Yield Bond Portfolio,
- Category B – 15% to Growth Portfolio, 10% to Small-Cap Index Portfolio, 10% to Mid-Cap Growth Portfolio, 5% to Large-Cap Growth Portfolio and 5% to Large-Cap Value Portfolio, and
- Category C – 10% to International Value Portfolio, 10% to International Large-Cap Portfolio and 5% to Emerging Markets Portfolio.

The total allocated is 100%: Category A = 30%, Category B = 45% and Category C = 25%. If you want to include all 4 Categories when creating your model, you could adjust your allocation percentages in Categories A, B and C and allocate up to 25% to any combination of the Investment Options in Category D. Keep in mind that you may select any Investment Option within a Category and the allocation percentages among the Categories must total 100%.

Category A – Fixed Income Investment Options

Diversified Bond Portfolio	Emerging Markets Debt Portfolio	Fidelity® VIP Government Money Market	Floating Rate Income Portfolio
High Yield Bond Portfolio	Inflation Managed Portfolio	Lord Abbett Total Return	Managed Bond Portfolio
Short Duration Bond Portfolio	Templeton Global Bond VIP Fund		

Category B – Domestic Equity Investment Options

BlackRock Capital Appreciation V.I. Fund	Comstock Portfolio	Dividend Growth Portfolio	Equity Index Portfolio
Focused Growth Portfolio	Growth Portfolio	Large-Cap Growth Portfolio	Large-Cap Value Portfolio
Main Street Core Portfolio	MFS Massachusetts Investors Growth Stock Series	MFS Value Series	Mid-Cap Equity Portfolio
Mid-Cap Growth Portfolio	Mid-Cap Value Portfolio	Small-Cap Equity Portfolio	Small-Cap Growth Portfolio
Small-Cap Index Portfolio	Small-Cap Value Portfolio		

Category C – International Equity and Sector Investment Options

Emerging Markets Portfolio	International Large-Cap Portfolio	International Small-Cap Portfolio	International Value Portfolio
Franklin Mutual Global Discovery VIP Fund	Real Estate Portfolio		

Category D – Asset Allocation Investment Options

BlackRock Global Allocation V.I. Fund	Fidelity® VIP FundsManager 60% Portfolio	First Trust/Dow Jones Dividend & Income Allocation Portfolio	Franklin Allocation VIP Fund
Janus Henderson Balanced Portfolio	MFS Total Return Series	Pacific Dynamix – Conservative Growth Portfolio	Pacific Dynamix – Growth Portfolio
Pacific Dynamix – Moderate Growth Portfolio	Portfolio Optimization Moderate-Conservative Portfolio	Portfolio Optimization Aggressive-Growth Portfolio	Portfolio Optimization Conservative Portfolio
Portfolio Optimization Growth Portfolio	Portfolio Optimization Moderate Portfolio	State Street Total Return V.I.S. Fund	

You may make transfers between Investment Options within a particular Category or from one Category to another Category as long as you follow the Custom Model parameters. Transfers made will be subject to any transfer and market timing restrictions (see **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**). Subsequent Purchase Payments will be allocated according to your current model allocation instructions. Any future allocations and/or DCA Plus transfers from the DCA Plus Fixed Option must comply with the Custom Model parameters in order to remain in the program. Any withdrawals must be made on a pro rata basis from each of the Investment Options you selected for your model.

You may terminate your participation in the Custom Model program at any time. However, if you own an optional living benefit rider and do not allocate your entire Contract Value to another asset allocation model or Investment Options we make available for the Riders, your Rider will terminate. If you allocate any subsequent Purchase Payment or Contract Value inconsistent with the Custom Model parameters, make transfers between Investment Options outside the Custom Model parameters, or do not make a withdrawal on a pro rata basis, you will no longer be participating in the Custom Model program and your Rider will terminate. Work with your financial professional and consider your options before making any Investment Option transfers. Any changes in the allocation percentages due to market performance will not be a violation of the program, since the model you created will automatically be rebalanced on a quarterly basis.

We are under no contractual obligation to continue this program and have the right to terminate or change the Custom Model program at any time.

Investing in Variable Investment Options

Each time you allocate your Purchase Payment to a Variable Investment Option, your Contract is credited with a number of “Subaccount Units” in that Subaccount. The number of Subaccount Units credited is equal to the amount you have allocated to that Subaccount, divided by the “Unit Value” of one Unit of that Subaccount.

Example: You allocate \$600 to Subaccount A. At the end of the Business Day on which your allocation is effective, the value of one Unit in Subaccount A is \$15. As a result, 40 Subaccount Units are credited to your Contract for your \$600 (\$600 / \$15 = 40).

Your Variable Account Value Will Change

After we credit your Contract with Subaccount Units, the value of those Units will usually fluctuate. This means that, from time to time, your Purchase Payments allocated to the Variable Investment Options may be worth more or less than the original Purchase Payments to which those amounts can be attributed. Fluctuations in Subaccount Unit Value will not change the number of Units credited to your Contract.

Subaccount Unit Values will vary in accordance with the investment performance of the corresponding Portfolio. For example, the value of Units in Subaccount A will change to reflect the performance of the corresponding Portfolio (including that Portfolio’s investment income, its capital gains and losses, and its expenses). Subaccount Unit Values are also adjusted to reflect the Administrative Fee and applicable Risk Charge imposed on the Separate Account.

We calculate the value of all Subaccount Units on each Business Day.

Calculating Subaccount Unit Values

We calculate the Unit Value of the Subaccount Units in each Variable Investment Option at the close of the New York Stock Exchange which usually closes at 4:00 p.m. Eastern Time on each Business Day. At the end of each Business Day, the Unit Value for a Subaccount is equal to:

$$Y \times Z$$

where (Y) = the Unit Value for that Subaccount as of the end of the preceding Business Day; and

(Z) = the Net Investment Factor for that Subaccount for the period (a “valuation period”) between that Business Day and the immediately preceding Business Day.

The “Net Investment Factor” for a Subaccount for any valuation period is equal to:

$$(A \div B) - C$$

where (A) = the “per share value of the assets” of that Subaccount as of the end of that valuation period, which is equal to: $a + b + c$

(a) = the net asset value per share of the corresponding Portfolio shares held by that Subaccount as of the end of that valuation period;

(b) = the per share amount of any dividend or capital gain distributions made by each Fund for that Portfolio during that valuation period; and

(c) = any per share charge (a negative number) or credit (a positive number) for any income taxes and/or any other taxes or other amounts set aside during that valuation period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) = the net asset value per share of the corresponding Portfolio shares held by the Subaccount as of the end of the preceding valuation period; and

(C) = a factor that assesses against the Subaccount net assets for each calendar day in the valuation period the Risk Charge plus the Administrative Fee and any applicable increase in the Risk Charge (see **CHARGES, FEES AND DEDUCTIONS**).

The Subaccount Unit Value may increase or decrease from one valuation period to another. For Subaccount Unit Values please go to www.PacificLife.com.

When Your Purchase Payment is Effective

Your initial Purchase Payment is effective on the Business Day we issue your Contract. Any additional Purchase Payment is effective on the Business Day we receive it In Proper Form. See **ADDITIONAL INFORMATION – Inquiries and Submitting Forms and Requests**.

The day your Purchase Payment is effective determines the Unit Value at which Subaccount Units are attributed to your Contract. In the case of transfers or withdrawals, the effective day determines the Unit Value at which affected Subaccount Units are debited and/or credited under your Contract. That Unit Value is the value of the Subaccount Units next calculated after your transaction is

effective. Your Variable Account Value begins to reflect the investment performance results of your new allocations on the day after your transaction is effective.

Transfers and Market-timing Restrictions

Transfers

Transfers are allowed 30 calendar days after the Contract Date. Currently, we are not enforcing this restriction but we reserve the right to enforce it in the future. We will provide at least a 30 calendar day prior notice before we enforce the 30 calendar day waiting period after the Contract Date. Once your Purchase Payments are allocated to the Investment Options you selected, you may transfer your Account Value less Loan Account Value from any Investment Option to any other Investment Option, except the DCA Plus Fixed Option.

- Transfers are limited to 25 for each calendar year. If you have used all 25 transfers available to you in a calendar year, you may no longer make transfers between the Investment Options until the start of the next calendar year. However, you may make 1 transfer of all or a portion of the Account Value remaining in the Variable Investment Options into the Fidelity® VIP Government Money Market Investment Option prior to the start of the next calendar year.
- Only 2 transfers in any calendar month may involve any of the following Investment Options:

American Funds IS Capital Income Builder Fund	American Funds IS Capital World Bond Fund	American Funds IS Global Balanced Fund	American Funds IS Global Growth Fund
American Funds IS Global Growth and Income Fund	American Funds IS Global Small Capitalization Fund	American Funds IS International Fund	American Funds IS International Growth and Income Fund
American Funds IS New World Fund	BlackRock Global Allocation V.I. Fund	Fidelity® VIP FundsManager 60% Portfolio	First Trust/Dow Jones Dividend & Income Allocation Portfolio
Franklin Mutual Global Discovery VIP Fund	MFS Massachusetts Investors Growth Stock Portfolio	MFS Total Return Series	MFS Utilities Series
MFS Value Series	State Street Total Return V.I.S. Fund	Templeton Global Bond VIP Fund	

For example, if you transfer from the MFS Total Return Series to the MFS Utilities Series, that counts as one transfer for the calendar month. If you later transfer from the American Funds IS Global Growth Fund to the American Funds IS Capital World Bond Fund, that would be the second transfer for the calendar month and no more transfers will be allowed for any of the Investment Options listed above for the remainder of the calendar month

- Only 2 transfers into or out of each of the following Investment Options may occur in any calendar month:

American Funds IS Asset Allocation Fund	American Funds IS Blue Chip Income and Growth Fund	American Funds IS Bond Fund	American Funds IS Growth Fund
American Funds IS Growth-Income Fund	American Funds IS High-Income Bond Fund	American Funds IS U.S. Government/AAA-Rated Securities Fund	Lord Abbett Bond Debenture Portfolio
VanEck Global Hard Assets Fund			

For example, if you transfer from the American Funds IS Growth Fund to the American Funds IS Bond Fund, that counts as one transfer for each Investment Option. Only one more transfer involving those two Investment Options can occur during the calendar month. If you later transfer from the American Funds IS Growth Fund to the American Funds IS Asset Allocation Fund, that would be the second transfer in the calendar month involving the American Funds IS Growth Fund and that Investment Option is no longer available for the remainder of the calendar month. All other Investment Options listed above would still be available to transfer into or out of for the remainder of the calendar month.

- Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. If the seventh calendar day is not a Business Day, then a transfer may not occur until the next Business Day. The day of the last transfer is not considered a calendar day for purposes of meeting this requirement. For example, if you make a transfer into the Equity Index Variable Investment Option on Monday, you may not make any transfers to or from that Variable Investment Option before the following Monday. Transfers to or from the Fidelity® VIP Government Money Market Variable Investment Option are excluded from this limitation.

For the purpose of applying the limitations, multiple transfers that occur on the same calendar day are considered 1 transfer. A transfer of Account Value from the Loan Account back into your Investment Options following a loan repayment is not considered a transfer under these limitations. Transfers that occur as a result of the DCA Plus program, the dollar cost averaging program, the portfolio rebalancing program, the earnings sweep program, approved corporate owned life insurance policy rebalancing programs or automatic quarterly rebalancing under the Custom Model program are excluded from these limitations. Also, allocations of Purchase Payments are not subject to these limitations.

There are no exceptions to the above transfer limitations in the absence of an error, a substitution of Investment Options, reorganization of underlying Portfolios, or other extraordinary circumstances.

If we deny a transfer request, we will notify you or your financial professional immediately.

Certain restrictions apply to any available fixed option. See **THE GENERAL ACCOUNT**. Transfer requests are generally effective on the Business Day we receive them In Proper Form, unless you request a systematic transfer program with a future date.

We have the right, at our option (unless otherwise required by law), to require certain minimums in the future in connection with transfers. These may include a minimum transfer amount and a minimum Account Value, if any, for the Investment Option from which the transfer is made or to which the transfer is made. If your transfer request results in your having a remaining Account Value in an Investment Option that is less than \$500 immediately after such transfer, we may (with prior written notice) transfer that Account Value to your other Investment Options on a pro rata basis, relative to your most recent allocation instructions.

We reserve the right (unless otherwise required by law) to limit the size of transfers, to restrict transfers, to require that you submit any transfer requests in writing, to suspend transfers, and to impose further limits on the number and frequency of transfers you can make. We also reserve the right to reject any transfer request. Any policy we may establish with regard to the exercise of any of these rights will be applied uniformly to all Contract Owners.

Market-timing Restrictions

The Contract is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the market. Accordingly, organizations or individuals that use market-timing investment strategies and make frequent transfers should not purchase the Contract. Such frequent trading can disrupt management of the underlying Portfolios and raise expenses. The transfer limitations set forth above are intended to reduce frequent trading. As required by SEC regulation (Rule 22c-2 of the 1940 Act), we entered into written agreements with each Fund or its principal underwriter that require us to provide to a Fund, upon Fund request, certain information about the trading activity of individual Contract Owners. The agreement requires us to execute any Fund instructions we receive that restrict or prohibit further purchases or transfers by specific Contract Owners who violate the frequent trading or market timing policies established by a Fund. The policies of a Fund may be more restrictive than our policies or the policies of other Funds. See the Fund prospectuses for additional information.

In addition, we monitor certain large transaction activity in an attempt to detect trading that may be disruptive to the Portfolios. In the event transfer activity is found to be disruptive, certain future transactions by such Contract Owners, or by a financial professional or other party acting on behalf of one or more Contract Owners, will require preclearance. Frequent trading and large transactions that are disruptive to Portfolio management can have an adverse effect on Portfolio performance and therefore your Contract's performance. Such trading may also cause dilution in the value of the Investment Options held by long-term Contract Owners. While these issues can occur in connection with any of the underlying Portfolios, Portfolios holding securities that are subject to market pricing inefficiencies are more susceptible to abuse. For example, Portfolios holding international securities may be more susceptible to time-zone arbitrage which seeks to take advantage of pricing discrepancies occurring between the time of the closing of the market on which the security is traded and the time of pricing of the Portfolios.

Our policies and procedures which limit the number and frequency of transfers and which may impose preclearance requirements on certain large transactions are applied uniformly to all Contract Owners. However, there is a risk that these policies and procedures will not detect all potentially disruptive activity or will otherwise prove ineffective in whole or in part. Further, we and our affiliates make available to our variable annuity and variable life insurance Contract Owners underlying funds not affiliated with us. We are unable to monitor or restrict the trading activity with respect to shares of such funds not sold in connection with our Contracts. In the event the Board of Trustees/Directors of any underlying fund imposes a redemption fee or trading (transfer) limitations, we will pass them on to you.

We reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:

- not accepting transfer instructions from a financial professional acting on behalf of more than one Contract Owner, and
- not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.

We further reserve the right to impose, with 30 calendar days advance written notice, restrictions on transfers that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners; or to comply with any applicable federal and state laws, rules and regulations.

Exchanges of Annuity Units

Exchanges of Annuity Units in any Subaccount(s) to any other Subaccount(s) after the Annuity Date are limited to 4 in any 12-month period. For purposes of applying the limitations, multiple exchanges that occur on the same calendar day are considered 1 exchange. See **THE GENERAL ACCOUNT** section in this Prospectus and **THE CONTRACTS AND THE SEPARATE ACCOUNT** section in the SAI.

Systematic Transfer Options

We offer 4 systematic transfer options: dollar cost averaging, DCA Plus, portfolio rebalancing, and earnings sweep. There is no charge for these options and transfers under these options are not counted towards your total transfers in a calendar year. You can have only one DCA Plus, dollar cost averaging, or earnings sweep program in effect at one time.

Dollar Cost Averaging

Dollar cost averaging is a method in which you buy securities in a series of regular purchases instead of in a single purchase. This allows you to average the securities' prices over time, and may permit a "smoothing" of abrupt peaks and drops in price. Prior to your Annuity Date, you may use dollar cost averaging to transfer amounts, over time, from any Investment Option with an Account Value of at least \$5,000 to one or more Variable Investment Options. Each transfer must be for at least \$250. Currently, we are not enforcing the minimum Account Value and/or transfer amounts but we reserve the right to enforce such minimum amounts in the future. Detailed information appears in the SAI. We will provide you at least 30 calendar days prior notice before we enforce the minimum Account Value and/or transfer amounts on dollar cost averaging purchases.

DCA Plus

DCA Plus provides a way to transfer amounts monthly from the DCA Plus Fixed Option to one or more Variable Investment Option(s) currently over a period of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. The initial minimum amount that you may allocate to the DCA Plus Fixed Option is \$5,000. The minimum amount for subsequent Purchase Payments is \$250. Currently, we are not enforcing the initial or subsequent Purchase Payment minimum amounts but we reserve the right to enforce such minimum amounts in the future. We will provide at least a 30 calendar day prior notice before we enforce the initial or subsequent Purchase Payment minimum amounts. Amounts allocated to the DCA Plus Fixed Option are held in our General Account and receive interest at rates declared periodically by us, but not less than the minimum guaranteed interest rate specified in your Contract (the "Guaranteed Interest Rate"). The DCA Plus program can also be used with allowable Asset Allocation Models or allowable Investment Options to qualify for certain optional benefit riders offered under your Contract. See **THE GENERAL ACCOUNT**.

Portfolio Rebalancing

You may instruct us to maintain a specific balance of Variable Investment Options under your Contract (e.g. 30% in Subaccount A, 40% in Subaccount B, and 30% in Subaccount C). Periodically, we will "rebalance" your values in the elected Subaccounts to the percentages you have specified. Rebalancing may result in transferring amounts from a Subaccount earning a relatively higher return to one earning a relatively lower return. You may choose to have rebalances made quarterly, semi-annually or annually until your Annuity Date. Only Variable Investment Options are available for rebalancing. Detailed information appears in the SAI.

Earnings Sweep

You may instruct us to make automatic periodic transfers of your earnings from the Fidelity® VIP Government Money Market Subaccount to one or more Variable Investment Options (other than the Fidelity® VIP Government Money Market Subaccount). Detailed information appears in the SAI.

CHARGES, FEES AND DEDUCTIONS

Withdrawal Charge

No front-end sales charge is imposed on any Purchase Payment which means the entire amount of your Purchase Payment is allocated to the Investment Options you selected. Your Purchase Payments may, however, be subject to a withdrawal charge. This charge may apply to amounts you withdraw under your Contract prior to the Annuity Date, depending on the length of time each Purchase Payment has been invested and on the amount you withdraw. This amount is deducted proportionately among all Investment Options from which the withdrawal occurs. See the **Choosing Your Annuity Option – Annuity Options** section for withdrawal charges that may apply to redemptions after the Annuity Date. No withdrawal charge is imposed on:

- the free withdrawal amount (see **WITHDRAWALS – Withdrawals Free of a Withdrawal Charge**),
- death benefit proceeds, except as provided under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Non- Natural Owner** section for certain Non-Natural Owners,
- amounts converted after the 1st Contract Anniversary to an Annuity Option (see **ANNUITIZATION – Choosing Your Annuity Option**), unless guaranteed variable annuity payments under Annuity Option 2 or 4 are subsequently redeemed (see **ANNUITIZATION – Choosing Your Annuity Option**),
- withdrawals by Owners to meet the minimum distribution rules for Qualified Contracts as they apply to amounts held under the Contract,
- withdrawals after the 1st Contract Anniversary, if the Owner or Annuitant has been diagnosed with a medically determinable condition that results in a life expectancy of 12 months or less and we are provided with medical evidence In Proper Form, or
- subject to medical evidence provided In Proper Form, after 90 calendar days from the Contract Date, full or partial withdrawals while the Owner or Annuitant has been confined to an accredited nursing home for 30 calendar days or longer.

The nursing home waiver applies only to withdrawals made while the Owner or Annuitant is in a nursing home or within 90 calendar days after the Owner or Annuitant leaves the nursing home. In addition, the nursing home confinement period for which you seek the waiver must begin after the Contract Date. In order to use this waiver, you must submit with your withdrawal request the following documents:

- an admittance form which shows the type of facility the Owner or Annuitant entered, and
- a bill from the nursing home which shows that the Owner or Annuitant met the 30 calendar day nursing home confinement requirement.

An accredited nursing home is defined as a home or facility that:

- is operating in accordance with the law of jurisdiction in which it is located,
- is primarily engaged in providing, in addition to room and board, skilled nursing care under the supervision of a duly licensed physician, and
- provides continuous 24 hour a day nursing service by or under the supervision of a registered nurse, and maintains a daily record of the patient.

Transfers of all or part of your Account Value from one Investment Option to another are not considered a withdrawal of an amount from your Contract, so no withdrawal charge is imposed at the time of transfer. See **HOW YOUR INVESTMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions** and **THE GENERAL ACCOUNT**.

How the Withdrawal Charge is Determined

The withdrawal charge amount depends on the total amount of Purchase Payments made into your Contract and the “age” of each Purchase Payment. A Purchase Payment is “one year old” or has an “age of one” from the day it is effective until the day preceding your next Contract Anniversary. Beginning on the day preceding your next Contract Anniversary, your Purchase Payment will have an “age of two” and increases in age on the day proceeding each Contract Anniversary. The table reflects “breakpoints” that take into account the total amount of Purchase Payments made into your Contract and will determine which withdrawal charge schedule applies to a particular Purchase Payment. The withdrawal charge is a percentage of the Purchase Payment withdrawn.

The breakpoints and corresponding withdrawal charge percentages are based on the following schedule:

Total Purchase Payment Amount	Age of Purchase Payment Being Withdrawn (Withdrawal Charge Schedule)							
	1 year	2 years	3 years	4 years	5 years	6 years	7 years	8 years or more
Less than \$50,000	5%	5%	4%	4%	3%	3%	2%	0%
\$50,000 to \$99,999	5%	4%	4%	3%	3%	2%	2%	0%
\$100,000 to \$249,999	4%	3%	3%	2%	2%	2%	1%	0%
\$250,000 to \$499,999	3%	2%	2%	2%	1%	1%	1%	0%
\$500,000 to \$999,999	2%	2%	2%	1%	1%	1%	1%	0%
\$1,000,000 or more	2%	2%	1%	1%	1%	1%	1%	0%

The schedule reflects breakpoints and the applicable withdrawal charge schedule that will apply based on those breakpoints. Each Purchase Payment has its own withdrawal charge schedule. The withdrawal charge schedule applicable to a Purchase Payment is based on the total of all Purchase Payments you make into your Contract. The withdrawal charge schedule, once determined, will not change for a particular Purchase Payment even if subsequent Purchase Payments are made or if withdrawals are taken. The withdrawal charge applies to each Purchase Payment over a 7 year period.

Example: You make an initial Purchase Payment of \$35,000. The breakpoint that will apply over a 7 year period is the “Less than \$50,000” breakpoint and the following withdrawal charge schedule will apply: 5%, 5%, 4%, 4%, 3%, 3%, 2%, 0%. Two months later you make a subsequent Purchase Payment of \$40,000. The total Purchase Payments made into your Contract is \$75,000 (\$35,000 + \$40,000 = \$75,000). You reached the “\$50,000 to \$99,999” breakpoint and the following withdrawal charge schedule over a 7 year period will only apply to the \$40,000 Purchase Payment: 5%, 4%, 4%, 3%, 3%, 2%, 2%, 0%. The withdrawal charge schedule applied to each Purchase Payment will not change over the 7 year period.

Each Purchase Payment you make is considered to have a certain “age,” depending on the length of time since that Purchase Payment was effective. A Purchase Payment is “one year old” or has an “age of one” from the day it is effective until the day before your next Contract Anniversary. Beginning on the day before that Contract Anniversary, your Purchase Payment will have an “age of two” and increases in age on the day before each Contract Anniversary.

We calculate your withdrawal charge by assuming that your withdrawal is applied to Purchase Payments with the “oldest” Purchase Payment withdrawn first and before any deduction for other charges due or taxes are made. We also account for any eligible Purchase Payments that are still in the surrender charge period that may be withdrawn without incurring a withdrawal charge (e.g. free 10%). See **WITHDRAWALS —Optional Withdrawals—Withdrawals Free of a Withdrawal Charge**. The withdrawal charge will be deducted proportionately among all Investment Options from which your withdrawal occurs. Unless you specify otherwise, a partial withdrawal amount requested will be processed as a “gross” amount, which means that applicable charges and taxes will be deducted from the requested amount. If a partial withdrawal amount is requested to be a “net” amount, applicable charges and taxes will be added to the requested amount and the withdrawal charges and taxes will be calculated on the grossed up amount.

The withdrawal charge is designed to reimburse us for sales commissions and other expenses associated with the promotion and solicitation of offers for the Contracts, although our actual expenses may be greater or less than the withdrawal charge amount. See **ADDITIONAL INFORMATION – Distribution Arrangements** for information regarding commissions and other amounts paid to broker-dealers in connection with Contract distribution.

Mortality and Expense Risk Charge

We assess a charge against the assets of each Subaccount to compensate for certain mortality and expense risks that we assume under the Contract (the “Risk Charge”). The risk that an Annuitant will live longer (and therefore receive more annuity payments) than we predict through our actuarial calculations at the time the Contract is issued is “mortality risk.” We also bear mortality risk in connection with death benefit payable under the Contract. The risk that the expense charges and fees under the Contract and Separate Account are less than our actual administrative and operating expenses is called “expense risk.”

This Risk Charge is assessed daily at an annual rate equal to 0.60% of each Subaccount’s assets.

The Risk Charge will stop at the Annuity Date (the Risk Charge will be assessed on the Annuity Date then discontinue thereafter) if you select fixed annuity payments. The Risk Charge (excluding any increase for optional benefits) will continue after the Annuity Date if you choose variable annuity payments, even though we do not bear mortality risk if your Annuity Option is Period Certain Only.

We will realize a gain if the Risk Charge exceeds our actual cost of expenses and benefits, and will suffer a loss if such actual costs exceed the Risk Charge. Any gain will become part of our General Account. We may use it for any reason, including covering sales expenses on the Contracts.

Increase in Risk Charge if an Optional Death Benefit Rider is Purchased

We increase your Risk Charge by an annual rate equal to 0.20% of each Subaccount’s assets if you purchase the Stepped-Up Death Benefit II or Stepped-Up Death Benefit. The total Risk Charge annual rate will be 0.80% if the Stepped-Up Death Benefit II or Stepped-Up Death Benefit is purchased. Any increase in your Risk Charge will not continue after the Annuity Date.

See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**.

Premium Based Charge

We charge you a Premium Based Charge on all Purchase Payments that you make. The charge is deducted every 3 months following your Contract Date (“Quarterly Contract Anniversary”) and will continue for 28 Quarterly Contract Anniversaries (7 years) for each Purchase Payment. Each Purchase Payment will have its own time period (i.e. 28 Quarterly Contract Anniversaries) and once that time period expires, the applicable Purchase Payment will no longer be subject to the charge. This charge is intended to reimburse us for expenses related to Contract sales and distribution.

Total Purchase Payment Amount (Breakpoints)	Quarterly Premium Based Charge Percentage	Annual Equivalent of Premium Based Charge Percentage
Less than \$50,000	0.1750%	0.70%
\$50,000 to \$99,999	0.1500%	0.60%
\$100,000 to \$249,999	0.1250%	0.50%
\$250,000 to \$499,999	0.0875%	0.35%
\$500,000 to \$999,999	0.0625%	0.25%
\$1,000,000 or more	0.0375%	0.15%

The schedule reflects “breakpoints” and the applicable percentage that will apply based on those breakpoints. Generally, the charge that applies to a particular Purchase Payment is determined by multiplying the amount of the Purchase Payment by its associated Quarterly Premium Based Charge Percentage as shown above. However, there is a difference between Purchase Payments made before the first Quarterly Contract Anniversary and those made after the first Quarterly Contract Anniversary.

Your initial Purchase Payment plus any subsequent Purchase Payments made into your Contract *before* the first Quarterly Contract Anniversary will be combined to determine which breakpoint and corresponding percentage will be used for all of those Purchase Payments.

Example: You make an initial Purchase Payment of \$55,000 and 2 months later you make a subsequent Purchase Payment of \$70,000. The total Purchase Payments made into your Contract before the first Quarterly Contract Anniversary is \$125,000 (\$55,000 + \$70,000 = \$125,000). You reached the “\$100,000 to \$249,000” breakpoint and since all of the Purchase Payments made before the first Quarterly Contract Anniversary are combined, the 0.1250% percentage will apply to both Purchase Payments when assessing the charge on the first Quarterly Contract Anniversary. That percentage (0.1250%) will continue to apply to those Purchase Payments for the next 27 Quarterly Contract Anniversaries.

Any subsequent Purchase Payment made into your Contract *after* the first Quarterly Contract Anniversary will have its own breakpoint schedule and will not alter the charge percentage applied to any prior Purchase Payment made. To determine which breakpoint and applicable percentage will apply to a Purchase Payment made after the first Quarterly Contract Anniversary, we will take the total of all Purchase Payments made into the Contract, and apply the corresponding percentage.

Example: In addition to the Purchase Payments made in the previous example, 6 months later you make a subsequent Purchase Payment of \$200,000. At this point, you already made Purchase Payments of \$55,000 and \$70,000. Including the new Purchase Payment, you have now made a total of \$325,000 in Purchase Payments (\$55,000 + \$70,000 + \$200,000 = \$325,000). Using the table above, you now reached the “\$250,000 to \$499,999” breakpoint and the 0.0875% percentage will apply to the \$200,000 Purchase Payment for 28 Quarterly Contract Anniversaries. The breakpoint and percentage applied to the first two Purchase Payments (\$50,000 and \$70,000) will not change and will remain at 0.1250%.

For purposes of calculating the charge, a Purchase Payment is the amount of the Purchase Payment *before* we deduct any applicable fees, charges or taxes. Once the Premium Based Charge amount is determined for a particular Purchase Payment, it is fixed for the seven year period and will not change if withdrawals are taken from the Contract. The charge is deducted from your Investment Options on a proportionate basis each Quarterly Contract Anniversary. Any portion of the charge we deduct from any fixed option will not be greater than the annual interest credited in excess of the minimum guaranteed interest rate specified in your Contract.

The charge is not deducted when there are no Purchase Payments subject to the charge, on or after the Annuity Date, if the Death Benefit becomes payable (unless the spouse of the deceased owner chooses to continue the Contract) or in the event of a full surrender of the Contract (unless the full surrender occurs on a Quarterly Contract Anniversary).

Administrative Fee

We charge an Administrative Fee as compensation for costs we incur in operating the Separate Account, issuing and administering the Contracts, including processing applications and payments, and issuing reports to you and to regulatory authorities.

The Administrative Fee is assessed daily at an annual rate equal to 0.15% of the assets of each Subaccount. This rate is guaranteed not to increase for the life of your Contract. A correlation will not necessarily exist between the actual administrative expenses attributable to a particular Contract and the Administrative Fee paid in respect of that particular Contract. The Administrative Fee will continue after the Annuity Date if you choose any variable payout option. We do not intend to realize a profit from this fee.

Annual Fee

We will charge you an Annual Fee of \$30.00 on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw your entire Net Contract Value (on a pro rated basis for that Contract Year) if your Net Contract Value is less than \$50,000 on that date. The fee is not imposed on amounts you annuitize or on payment of death benefit proceeds. The fee reimburses certain costs in administering the Contracts and the Separate Account. We do not intend to realize a profit from this fee. This fee is guaranteed not to increase for the life of your Contract.

Your Annual Fee will be charged proportionately against your Investment Options. Assessments against your Variable Investment Options are made by debiting some of the Subaccount Units previously credited to your Contract. That is, assessment of the Annual Fee does not change the Unit Value for those Subaccounts. Any portion of the Annual Fee we deduct from any of our fixed options (if available under the Contract) will not be greater than the annual interest credited in excess of that fixed option’s minimum guaranteed interest rate.

Optional Rider Charges

The following disclosure applies to the CoreIncome Advantage Select (Single) and CoreIncome Advantage Select (Joint) Riders.

If you purchase an optional Rider listed in the table below, we will deduct an annual charge from your Investment Options, excluding the DCA Plus Fixed Option, on a proportionate basis. Deductions against your Variable Investment Options are made by debiting some of the Subaccount Units previously credited to your Contract. The applicable maximum annual charge percentage is based on the 10-Year Treasury Rate (the monthly average as published by the Federal Reserve which can be obtained at www.federalreserve.gov). **Prior to purchase, speak with your Financial Professional or contact us directly for the current annual charge percentage in effect for a particular rider.**

Rider Name	Maximum Annual Charge Percentage Under the Rider			To determine the amount to be deducted, the percentage that applies to you is multiplied by the:	The Charge is deducted on each:
	10-Year Treasury Rate Monthly Average Less than 2.00%	10-Year Treasury Rate Monthly Average 2.00% to 3.99%	10-Year Treasury Rate Monthly Average 4.00% or more		
CoreIncome Advantage Select (Single)	2.00%	1.50%	1.00%	Protected Payment Base ¹	Quarterly Rider Anniversary
CoreIncome Advantage Select (Joint)	2.50%	2.00%	1.50%	Protected Payment Base	Quarterly Rider Anniversary

¹ Protected Payment Base is defined, where applicable, in the *Rider Terms* subsection for each rider referenced above. See **OPTIONAL LIVING BENEFIT RIDERS**.

Generally, as economic factors improve, the annual charge percentage may decrease and as economic factors decline, the annual charge percentage may increase. The annual charge will change based on current economic factors including interest rates and equity market volatility but is subject to the maximum annual charge percentage in the table above. We determine, at our sole discretion, whether a change in the current annual charge percentage will occur subject to the maximum annual charge percentage in the table above. This rider pricing structure is intended to help us provide the guarantees under the riders.

Every 3 months, generally on or about February 1, May 1, August 1 and November 1, we declare what the annual charge percentage will be for the following 3 month period (e.g. May through July). For example, when determining the annual charge percentage for May 1, we will use the 10-Year Treasury Rate monthly average for the month of March to see which maximum annual charge is in effect, and then determine, at our sole discretion, whether a change in the current annual charge percentage will occur. The annual charge percentage may be less than the applicable maximum annual charge percentage shown in the table above. See the hypothetical examples below.

If you purchase a rider, the charge is deducted every 3 months following your Rider Effective Date (“Quarterly Rider Anniversary”) and your initial annual charge percentage is guaranteed not to change until the 1st Contract Anniversary after the Rider Effective Date. The charge is deducted in arrears each Quarterly Rider Anniversary and will be deducted while the Rider remains in effect and when the Rider terminates.

Beginning on the 1st Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the annual charge percentage. The annual charge percentage may increase or decrease each Contract Anniversary. Any increase in the annual charge percentage will not exceed 0.50% from the previous Contract Year. The 0.50% limitation does not apply to any annual charge percentage decreases which could be more than 0.50%. If a change to your annual charge percentage is made, the new annual charge percentage will remain the same until your next Contract Anniversary. You will receive the applicable annual charge percentage in effect for new issues of the same rider, subject to the maximum annual charge and 0.50% increase limit.

Here are a few hypothetical examples using CoreIncome Advantage Select (Single) to help you understand how the annual charge percentage may change over time.

Example 1 – Purchasing a new Rider: The annual charge percentage in effect for February 1st is 1.15% and the 10-Year Treasury Rate is 2.10%. You purchase the Rider on March 15th (your Rider Effective Date). You will be charged 1.15% until your next Contract Anniversary.

Example 2 – Increase in annual charge percentage of less than 0.50% limit: The annual charge percentage in effect for February 1st of the current year is now 1.40% and the 10-year Treasury Rate is 1.90%. You purchased a Rider on March 15th and it is now your first Contract Anniversary after the Rider Effective Date. Your annual charge percentage was 1.15% for the first year. Your new annual charge percentage will be 1.40% until your next Contract Anniversary since that is the annual charge percentage in effect for new issues of the same Rider, 1.40% is less than the 2.00% maximum annual charge and your charge increased by less than 0.50%.

Example 3 – Increase in annual charge percentage subject to 0.50% limit: The annual charge percentage in effect for February 1st of the current year is now 1.80% and the 10-year Treasury Rate is 1.50%. You purchased a Rider on March 15th and it is now your first Contract Anniversary after the Rider Effective Date. Your annual charge percentage was 1.15% for the first year. Your new annual charge percentage will be 1.65% until your next Contract Anniversary because we cannot increase your annual charge by more than 0.50% from the previous Contract Year and 1.65% is less than the 2.00% maximum annual charge.

Example 4 – Decrease in annual charge percentage: The annual charge percentage in effect for February 1st of the current year is now 0.60% and the 10-year Treasury Rate is 3.10%. You purchased a Rider on March 15th and it is now your first Contract Anniversary after the Rider Effective Date. Your annual charge percentage was 1.15% for the first year. Using the table above, since the 10-Year Treasury Rate used is the “2.00% to 3.99%” breakpoint, the maximum annual charge percentage that may be declared is 1.50%. Your new annual charge percentage will be 0.60% until your next Contract Anniversary.

Should the 10-Year Treasury Rate no longer be available, we will substitute the 10-Year Treasury Rate (monthly average) with another measure for determining the annual Rider charge percentage. However, the maximum fee percentages in the table provided in your Rider will not change as long as your Rider remains in effect.

If your Rider terminates on a Quarterly Rider Anniversary (for reasons other than death), the entire charge for the prior quarter will be deducted on that Quarterly Rider Anniversary. If your Rider terminates prior to a Quarterly Rider Anniversary, a prorated charge will be deducted on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day your Rider terminates. The charge will be determined as of the day your Rider terminates.

If your Rider terminates as a result of the death of the Designated Life (all Designated Lives for a Joint Life Rider) or when the death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

Once your Contract Value is zero, the Rider annual charge will no longer be deducted. In addition, we will waive the Rider charge for the quarter in which full annuitization of the Contract occurs and the Rider annual charge will no longer be deducted.

The following disclosure applies to the CoreIncome Advantage 5 Plus (Single), CoreIncome Advantage 5 Plus (Joint) and Automatic Income Builder Riders.

If you purchase an optional Rider listed in the table below, we will deduct an annual charge from your Investment Options (excluding the DCA Plus Fixed Option) on a proportionate basis.

The charge is deducted every 3 months following the Rider Effective Date (“Quarterly Rider Anniversary”). The Rider charge will be deducted while the Rider remains in effect and when the Rider terminates. The charge is deducted in arrears each Quarterly Rider Anniversary.

If your Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior quarter will be deducted from the Contract Value on that anniversary. If the Rider terminates prior to a Quarterly Rider Anniversary, we will prorate the charge based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or on the Quarterly Rider Anniversary immediately following the day the Rider terminates.

Any portion of the Rider’s charge we deduct from any fixed option will not be greater than the annual interest credited in excess of the minimum guaranteed interest rate specified in your Contract. If you make a full withdrawal of the amount available for withdrawal during a Contract Year, we will deduct the charge from the final payment made to you.

An optional Rider annual charge percentage may change if a Step-Up/Reset occurs under the Rider provisions. However, the annual charge percentage will not exceed the maximum annual charge percentage (indicated in the table below) for the applicable Rider. You may elect to opt-out of a Reset and your annual charge percentage will remain the same as it was before the Reset. If an Automatic Reset or Owner-Elected Reset never occurs, the annual charge percentage established on the Rider Effective Date is guaranteed not to change. You can find more information about Protected Payment Base, Step-Up/Reset, Automatic Reset and Owner-Elected Reset for each applicable rider in the **OPTIONAL LIVING BENEFIT RIDERS** section.

Annual Charge Percentage Table

Optional Rider ¹	Current Annual Charge Percentage	Maximum Annual Charge Percentage Under the Rider	To determine the amount to be deducted, the Annual Charge Percentage is multiplied by the:	The Charge is deducted on each:
CoreIncome Advantage 5 Plus (Single)	1.55%	1.55%	Protected Payment Base	Quarterly Rider Anniversary
CoreIncome Advantage 5 Plus (Joint)	1.80%	1.80%	Protected Payment Base	Quarterly Rider Anniversary
Automatic Income Builder	1.50%	1.50%	Protected Payment Base	Quarterly Rider Anniversary

¹ The table above reflects the current and maximum annual charge percentages for each applicable rider. To confirm which annual charge percentage applies to your rider, speak with your financial professional or call us at (800) 748-6907 to confirm the current rider charges that apply to you.

See **Mortality and Expense Risk Charge** for the Stepped-Up Death Benefit II and Stepped-Up Death Benefit charge information.

Premium Taxes

A tax may be imposed on your Purchase Payments (“premium tax”) at the time your Purchase Payment is made, at the time of a partial or full withdrawal, at the time any death benefit proceeds are paid, at annuitization or at such other time as taxes may be imposed. Currently, the state of New York does not impose premium taxes on the sale of this type of product. However, future changes in facts or state law may require premium tax charges. Tax rates ranging from 0% to 3.5% are currently in effect, but may also change in the future. Premium tax is charged according to the rate determined by your state of residence at the time of annuitization.

If we pay any premium taxes attributable to Purchase Payments, we will impose a similar charge against your Contract Value. We normally will charge you when you annuitize some or all of your Contract Value. We reserve the right to impose this charge for applicable premium taxes and/or other taxes when you make a full or partial withdrawal, at the time any death benefit proceeds are

paid, or when those taxes are incurred. For these purposes, “premium taxes” include any state or local premium or retaliatory taxes and any federal, state or local income, excise, business or any other type of tax (or component thereof) measured by or based upon, directly or indirectly, the amount of Purchase Payments we have received. We currently base this charge on your Contract Value, but we reserve the right to base this charge on the transaction amount, the aggregate amount of Purchase Payments we receive under your Contract, or any other amount, that in our sole discretion we deem appropriately reimburses us for premium taxes paid on this Contract.

We may also charge the Separate Account or your Contract Value for taxes attributable to the Separate Account or the Contract, including income taxes attributable to the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments. Any such charge deducted from the Contract Value will be deducted on a proportionate basis. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Investing in Variable Investment Options – Calculating Subaccount Unit Values** to see how such charges are deducted from the Separate Account. **Currently, we do not impose any such charges.**

Waivers and Reduced Charges

We may agree to waive or reduce charges under our Contracts, in situations where selling and/or maintenance costs associated with the Contracts are reduced, such as the sale of several Contracts to the same Contract Owner(s), sales of large Contracts, sales of Contracts in connection with a group or sponsored arrangement or mass transactions over multiple Contracts.

In addition, we may agree to waive or reduce some or all of such charges and/or credit additional amounts under our Contracts, or waive minimum Investment requirements for those Contracts sold to persons who meet criteria established by us, who may include current financial professionals and employees of broker/dealers with a current selling agreement with us.

We will only waive or reduce such charges on any Contract where expenses associated with the sale or distribution of the Contract and/or costs associated with administering and maintaining the Contract are reduced. We reserve the right to terminate waiver and reduced charge programs at any time, including for issued Contracts.

With respect to additional amounts as described above, in most states you may not receive any amount credited if you return your Contract during the Free Look period as described under **WITHDRAWALS – Right to Cancel (“Free Look”)**.

Fund Expenses

Your Variable Account Value reflects advisory fees, any service and distribution (12b-1) fees, and other expenses incurred by the various Fund Portfolios, net of any applicable reductions and/or reimbursements. These fees and expenses may vary. Each Fund is governed by its own Board of Trustees, and your Contract does not fix or specify the level of expenses of any Portfolio. A Fund’s fees and expenses are described in detail in the applicable Fund Prospectus and SAI.

Some Investment Options available to you are “fund of funds”. A fund of funds portfolio is a fund that invests in other funds in addition to other investments that the portfolio may make. Expenses of fund of funds Investment Options may be higher than non fund of funds Investment Options due to the two tiered level of expenses. See the Fund prospectuses for detailed portfolio expenses and other information before investing.

ANNUITIZATION

Selecting Your Annuitant

When you submit your Contract application, you must choose a sole Annuitant or Joint Annuitants. If you are buying a Qualified Contract, you must be the sole Annuitant. If you are buying a Non-Qualified Contract you may choose yourself and/or another person as Annuitant. If you do not have Joint Annuitants, you may choose a Contingent Annuitant. The Contingent Annuitant will not impact any Contract benefits, including death benefit proceeds, until becoming the sole surviving Annuitant. You will not be able to add or change a sole or Joint Annuitant after your Contract is issued. However, if you are buying a Qualified Contract, you may add a Joint Annuitant on the Annuity Date. You will be able to add or change a Contingent Annuitant until your Annuity Date or the death of your sole Annuitant or both Joint Annuitants, whichever occurs first. However, once your Contingent Annuitant has become the Annuitant under your Contract, no additional Contingent Annuitant may be named. No Annuitant (Primary, Joint or Contingent) may be named upon or after reaching his or her 86th birthday. We reserve the right to require proof of age or survival of the Annuitant(s).

Annuitization

Annuitization occurs on the Annuity Date when you convert your Contract from the accumulation phase to the annuitization (income) phase. You may choose both your Annuity Date and your Annuity Option. At the Annuity Date, you may elect to annuitize some or all of your Net Contract Value, less any applicable charge for premium taxes and/or other taxes, (the “Conversion Amount”), as long as such Conversion Amount annuitized is at least \$2,000. We will send the annuity payments to the payee that you designate.

If you annuitize only a portion of this available Contract Value, you may have the remainder distributed, less any Contract Debt, any applicable charge for premium taxes and/or other taxes, any applicable withdrawal charge, any optional Rider charge, and any applicable Annual Fee. This option of distribution may or may not be available, or may be available for only certain types of contracts. We will distribute your Net Contract Value, less any applicable charge for premium taxes and/or other taxes, and any Annual Fee to you in a single sum if the net amount of your Contract Value available to convert to an annuity is less than \$2,000 on your Annuity

Date. Distributions under your Contract will have tax consequences. You should consult a qualified tax advisor for information on full or partial annuitization.

If you annuitize only a portion of your Net Contract Value on your Annuity Date, you may, at that time, have the option to elect not to have the remainder of your Contract Value distributed, but instead to continue your Contract with that remaining Contract Value (a “continuing Contract”). If this option is available, you would then choose a second Annuity Date for your continuing Contract, and all references in this Prospectus to your “Annuity Date” would, in connection with your continuing Contract, be deemed to refer to that second Annuity Date. The second Annuity Date may not be later than the date specified in the **Choosing Your Annuity Date** section of this Prospectus. This option may not be available, or may be available only for certain types of Contracts. You should be aware that some or all of the payments received before the second Annuity Date may be fully taxable. If you annuitize a portion of your Net Contract Value for a period certain of at least 10 years or for the life or life expectancy of the annuitant(s), the annuitized portion will be treated as a separate Contract for the purpose of determining the taxable amount of the payments. We recommend that you contact a qualified tax advisor for more information if you are interested in this option.

Distributions made due to a request for partial annuitization are treated as withdrawals for Contract purposes and may adversely affect optional Rider benefits. Work with your financial professional prior to requesting partial annuitization.

Choosing Your Annuity Date

You should choose your Annuity Date when you submit your application or we will apply a default Annuity Date to your Contract. You may change your Annuity Date by notifying us, In Proper Form, at least ten Business Days prior to the earlier of your current Annuity Date or your new Annuity Date. Your Annuity Date cannot be earlier than your first Contract Anniversary. Adverse federal tax consequences may result if you choose an Annuity Date that is prior to an Owner’s attained age 59½. See **FEDERAL TAX ISSUES**.

If you have a sole Annuitant, your Annuity Date must occur on or before the later of the sole Annuitant’s 90th birthday or the 10th Contract Anniversary. If you have Joint Annuitants, your Annuity Date must occur on or before the later of your younger Joint Annuitant’s 90th birthday or the 10th Contract Anniversary. Different requirements may apply as required by the Code. *We may, at our sole discretion, allow you to extend your Annuity Date. We reserve the right, at any time, to not offer any extension to your Annuity Date regardless of whether we may have granted any extensions to you or to any others in the past. Some Broker/Dealers may not allow their clients to extend the Annuity Date beyond age 95.*

If your Contract is a Qualified Contract, you may also be subject to additional restrictions. In order to meet the Code minimum distribution rules, your Required Minimum Distributions (RMDs) may begin earlier than your Annuity Date. For instance, under Section 401 of the Code (for Qualified Plans) and Section 408 of the Code (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant not later than the Owner/Annuitant’s Required Beginning Date (“RBD”), or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his or her Beneficiary) must begin no later than the RBD. For more information see **FEDERAL TAX ISSUES**.

Default Annuity Date and Options

If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be the later of your Annuitant’s 90th birthday or the 10th Contract Anniversary. In the case of Joint Annuitants, your Annuity Date will be the later of the younger Joint Annuitant’s 90th birthday or the 10th Contract Anniversary. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be the later of your Annuitant’s 90th birthday or the 10th Contract Anniversary. Certain Qualified Contracts may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Net Contract Value, less any charges for premium taxes and/or other taxes, will be converted (if this net amount is at least \$2,000) to a fixed annuity payout option.

Additionally:

- If you have a Non-Qualified Contract, your default Annuity Option will be **Life with a ten year Period Certain**.
- If you have a Qualified Contract, your default Annuity Option will be **Life with a five year Period Certain** or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.
- If the net amount is less than \$2,000, the entire amount will be distributed in one lump sum.

Choosing Your Annuity Option

You should carefully review the Annuity Options with a qualified tax advisor, and, for Qualified Contracts, reference should be made to the terms of the particular plan and the requirements of the Code for pertinent limitations regarding annuity payments, Required Minimum Distributions (“RMDs”), and other matters.

You may make 3 basic decisions about your annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount and/or a variable-dollar amount. Second, you may choose the form of annuity payments (see *Annuity Options* below).

Third, you may decide how often you want annuity payments to be made (the “frequency” of the payments). You may not change these selections after the Annuity Date.

Fixed and Variable Payment Options

You may choose fixed annuity payments based on a fixed rate and the Annuity 2000 Mortality Table with the ages set back 10 years, variable annuity payments that vary with the investment results of the Subaccounts you select, or you may choose both, converting one portion of the net amount you annuitize into fixed annuity payments and another portion into variable annuity payments.

If you select fixed annuity payments, each periodic annuity payment received will be equal to the initial annuity payment, unless you select a Joint and Survivor Life annuity with reduced survivor payments when the Primary Annuitant dies. Any net amount you convert to fixed annuity payments will be held in our General Account (but not under any fixed option).

If you select variable annuity payments, you may choose as many Variable Investment Options as you wish. The amount of the periodic annuity payments will vary with the investment results of the Variable Investment Options selected and may be more or less than a fixed payment option. After the Annuity Date, Annuity Units may be exchanged among available Variable Investment Options up to 4 times in any 12 month period. How your Contract converts into variable annuity payments is explained in more detail in **THE CONTRACTS AND THE SEPARATE ACCOUNT** section in the SAI. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

Annuity Options

Four Annuity Options are currently available under the Contract, although additional options may become available in the future. For other Annuity Options available through optional riders, see the **OPTIONAL LIVING BENEFIT RIDERS** section.

1. *Life Only.* Periodic payments are made to the designated payee during the Annuitant’s lifetime. Payments stop when the Annuitant dies.
 2. *Life with Period Certain.* Periodic payments are made to the designated payee during the Annuitant’s lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed from 5 through 30 years (in full years only). The guaranteed period may be limited on Qualified Contracts based on your life expectancy.
- If a Life with Period Certain annuity option provides for payments of the same amount for different Periods Certain at some ages, we will assume that your selection was for the longest Period Certain available for your age.
3. *Joint and Survivor Life.* Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments will continue to be made during the lifetime of the secondary Annuitant named in the election. You may choose to have the payments during the lifetime of the surviving secondary Annuitant equal 50%, 66 2/3% or 100% of the original amount payable during the lifetime of the Primary Annuitant (you must make this election when you choose your Annuity Option). If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66 2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant; variable annuity payments will be determined using 50% or 66 2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract as of the date of death of the Primary Annuitant. Payments stop when both Annuitants have died.
 4. *Period Certain Only.* Periodic payments are made to the designated payee, guaranteed for a specified period. You may choose to have payments guaranteed from 10 through 30 years (in full years only). Additional guaranteed time periods may become available in the future. **Before you annuitize your Contract, please contact us for additional guaranteed time period options that may be available.** The guaranteed period may be limited on Qualified Contracts based on your life expectancy.

Periodic payment amounts will differ based on the Annuity Option selected. Generally, the longer the possible payment period, the lower the payment amount.

Additionally, if variable payments are elected under Annuity Options 2 and 4 (Life with Period Certain and Period Certain Only, respectively), you may redeem all remaining guaranteed variable payments after the Annuity Date. Also, under Option 4, partial redemptions of remaining guaranteed variable payments after the Annuity Date are available. **If you elect to redeem all remaining guaranteed variable payments in a single sum, we will not make any additional annuity payments during the remaining guaranteed period after the redemption.** If Annuity Option 2 was elected and the Annuitant is alive at the end of the guaranteed period, annuity payments will resume until the Annuitant’s death. The amount available upon full redemption would be the present value of any remaining guaranteed payments at the assumed investment return. Any applicable withdrawal charge will be deducted from the present value as if you made a full withdrawal, or if applicable, a partial withdrawal. For purposes of calculating the withdrawal charge and Free Withdrawal amount, it will be assumed that the Contract was never converted to provide annuity payments and any prior annuity payments in that Contract Year will be treated as if they were partial withdrawals from the Contract (see **CHARGES, FEES AND DEDUCTIONS – Withdrawal Charge**). **If you have a Qualified Contract, there may be adverse tax implications if you elect to redeem any remaining variable payments in a single sum. Work with your tax advisor before making such an election.**

For example, assume that a Contract was issued with a single investment of \$10,000 and in Contract Year 5 the Owner elects to receive variable annuity payments under Annuity Option 4. In Contract Year 6, the Owner elects to make a partial redemption of \$5,000. The withdrawal charge as a percentage of the Purchase Payments with an age of 6 years is 3%. Assuming the Free Withdrawal amount immediately prior to the partial redemption is \$300, the withdrawal charge for the partial redemption will be \$141 $((\$5,000 - \$300) \times 3\% = \$141)$. No withdrawal charge will be imposed on a redemption if:

- the Annuity Option is elected as the form of payments of death benefit proceeds, or
- the Annuitant dies before the period certain has ended and the Beneficiary requests a redemption of the variable annuity payments.

Full or partial redemptions of remaining guaranteed variable payments are explained in more detail in the SAI under **THE CONTRACTS AND THE SEPARATE ACCOUNT**.

If the Annuitant dies before the guaranteed payments under Annuity Options 2 and 4 are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity or corporation entitled to receive the remainder of the guaranteed payments:

- the Owner;
- the Joint Owner;
- the Beneficiary; or
- the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under the Contract must be made at least as rapidly as the method of distribution that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first among the following who is (1) living; or (2) an entity or corporation entitled to assume the Owner's rights granted by the Contract:

- the Joint Owner;
- the Beneficiary; or
- the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

For Qualified Contracts, please refer to the **Choosing Your Annuity Date** section in this Prospectus. If your Contract was issued in connection with a Qualified Plan subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), your spouse's consent may be required when you seek any distribution under your Contract, unless your Annuity Option is Joint and Survivor Life with survivor payments of at least 50%, and your spouse is your Joint Annuitant.

Your Annuity Payments

Frequency of Payments

You may choose to have annuity payments made monthly, quarterly, semi-annually, or annually. The variable payment amount will be determined in each period on the date corresponding to your Annuity Date, and payment will be made on the next Business Day.

Your initial annuity payment must be at least \$20. If the initial annuity payment will be less than \$20, we may terminate the Contract and pay you the Net Contract Value.

Amount of the First Payment

Your Contract contains tables that we use to determine the amount of the first annuity payment under your Contract, taking into consideration the annuitized portion of your Net Contract Value at the Annuity Date. This amount will vary, depending on the annuity period and payment frequency you select. This amount will be larger in the case of shorter Period Certain annuities and smaller for longer Period Certain annuities. Similarly, this amount will be greater for a Life Only annuity than for a Joint and Survivor Life annuity, because we will expect to make payments for a shorter period of time on a Life Only annuity. If you do not choose the Period Certain Only annuity, this amount will also vary depending on the age of the Annuitant(s) on the Annuity Date and, for some Contracts, the sex of the Annuitant(s).

For fixed annuity payments, the guaranteed income factors in our tables are based on an annual interest rate of 1.5% and the Annuity 2000 Mortality Table with the ages set back 10 years. If you elect a fixed annuity, fixed annuity payments will be based on the periodic income factors in effect for your Contract on the Annuity Date which are at least the guaranteed income factors under the Contract.

For variable annuity payments, the tables are based on an assumed annual investment return of 4% and the Annuity 2000 Mortality Table with the ages set back 10 years. If you elect a variable annuity, your initial variable annuity payment will be based on the applicable variable annuity income factors in effect for your Contract on the Annuity Date which are at least the variable annuity income factors under the Contract. You may choose any other annuity option we may offer on the option's effective date. A higher assumed investment return would mean a larger first variable annuity payment, but subsequent payments would increase only when actual net investment performance exceeds the higher assumed rate and would fall when actual net investment performance is less than the higher assumed rate. A lower assumed rate would mean a smaller first payment and a more favorable threshold for increases and decreases. If the actual net investment performance is a constant 4% annually, annuity payments will be level. The assumed investment return is explained in more detail in the SAI under **THE CONTRACTS AND THE SEPARATE ACCOUNT**.

DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS

Death Benefits

Death benefit proceeds may be payable before the Annuity Date on proof of the sole surviving Annuitant's death or of any Contract Owner while the Contract is in force. Any death benefit payable will be calculated on the "Notice Date", which is the day on which we receive, In Proper Form, proof of death and instructions regarding payment of death benefit proceeds. If a Contract has multiple Beneficiaries, death benefit proceeds will be calculated when we first receive proof of death and instructions, In Proper Form, from any Beneficiary. The death benefit proceeds still remaining to be paid to other Beneficiaries will fluctuate with the performance of the underlying Investment Options.

Death Benefit Proceeds

Death benefit proceeds will be payable on the Notice Date. Such proceeds will be reduced by any charge for premium taxes and/or other taxes and any Contract Debt. The death benefit proceeds may be payable in a single sum, as an Annuity Option available under the Contract, towards the purchase of any other Annuity Option we then offer, or in any other manner permitted by the IRS and approved by us. The Owner's spouse may continue the Contract (see **Death Benefits – Spousal Continuation**). In addition, there may be legal requirements that limit the recipient's Annuity Options and the timing of any payments. State unclaimed property regulations may shorten the amount of time a recipient has to make a death benefit election. A recipient should consult a qualified tax advisor before making a death benefit election.

The death benefit proceeds will be paid to the first among the following who is (1) living; or (2) an entity or corporation entitled to receive the death benefit proceeds, in the following order:

- Owner,
- Joint Owner,
- Beneficiary, or
- Contingent Beneficiary.

If a contract has Joint Owners, and the surviving Joint Owner dies before the Notice Date, the death benefit proceeds will be paid to the Beneficiary or Contingent Beneficiary. If none are living (or if there is no entity or corporation entitled to receive the death benefit proceeds), the proceeds will be payable to the Owner's Estate.

Death Benefit Amount (For Contracts issued on or after November 3, 2014)

If the sole surviving Annuitant or an Owner dies before the Annuity Date, we calculate the Death Benefit Amount as of the Notice Date and the death benefit proceeds will be paid in accordance with the *Death Benefit Proceeds* section above.

Here are a few definitions regarding the Death Benefit Amount:

Total Adjusted Purchase Payments – The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal. This amount may be adjusted if there is an Owner change as described below.

Pro Rata Reduction – The reduction percentage that is calculated at the time of a withdrawal by dividing the amount of the withdrawal (including any applicable withdrawal charges) by the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than the sum of all Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

The Death Benefit Amount as of any Business Day before the Annuity Date is equal to the greater of:

- your Contract Value as of that day, or
- the Total Adjusted Purchase Payments.

If there is an Owner change to someone other than the previous Owner's spouse, to a Trust or non-natural entity where the Owner and Annuitant are not the same person prior to the Owner change, or if an Owner is added that is not the Owner's spouse, the Total Adjusted Purchase Payments on the effective date of the Owner change ("Change Date") will be reset to the lesser of:

- the Contract Value as of the Change Date, or
- the Total Adjusted Purchase Payments as of the Change Date.

After the Change Date, the Total Adjusted Purchase Payments will be increased by any Purchase Payments made after the Change Date and will be reduced by a Pro Rata Reduction for any withdrawals made after the Change Date. **An Owner change to a Trust or non-natural entity where the Owner and the Annuitant are the same person prior to the Owner change will not trigger a reset.**

See **APPENDIX B: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT II SAMPLE CALCULATIONS.**

Death Benefit Amount (For Contracts issued before November 3, 2014)

The Death Benefit Amount as of any Business Day before the Annuity Date is equal to the greater of:

- your Contract Value as of that day, or
- your aggregate Purchase Payments reduced by an amount for each withdrawal, which is calculated by multiplying the aggregate Purchase Payments received before each withdrawal by the ratio of the amount of the withdrawal, including any withdrawal charge, to the Contract Value immediately prior to each withdrawal. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

We calculate the Death Benefit Amount as of the Notice Date and the death benefit will be paid in accordance with the *Death Benefit Proceeds* section above.

See **APPENDIX C: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT SAMPLE CALCULATIONS.**

Optional Living Benefit Riders and the Death Benefit Amount

If you purchase an optional guaranteed minimum withdrawal benefit rider, and while the Rider is in effect, the aggregate Purchase Payments under the Death Benefit Amount will be reduced by withdrawals in a different manner than if you did not purchase the Rider. This may result in a different Death Benefit Amount that is paid in accordance with the Death Benefit Proceeds section above. See the applicable *Death Benefit Amount Adjustment* subsection in **OPTIONAL LIVING BENEFIT RIDERS** or in **APPENDIX D: OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE** for additional information.

If the Rider terminates before the death of an Owner or sole surviving Annuitant, withdrawals while the Rider was in effect will adjust the aggregate Purchase Payments under the Death Benefit Amount on a proportionate basis.

Spousal Continuation

Generally, a sole designated recipient who is the Owner's spouse may elect to become the Owner (and sole Annuitant if the deceased Owner had been the Annuitant) and continue the Contract until the earliest of the spouse's death, the death of the Annuitant, or the Annuity Date, except in the case of a Qualified Contract issued under section 403 of the Code. The spousal continuation election must be made by the fifth anniversary of the death of the Contract Owner for Non-Qualified Contracts, or by December 31 of the calendar year in which the fifth anniversary of the Contract Owner's death falls for Qualified Contracts. On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit proceeds.

This "Add-In Amount" is the difference between the Contract Value and the death benefit proceeds that would have been payable. The Add-In Amount will be added to the Contract Value on the Notice Date. There will not be an adjustment to the Contract Value if the Contract Value is equal to or greater than the death benefit proceeds as of the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and may be, under certain circumstances, considered earnings. The Add-In Amount is not treated as a new Purchase Payment.

A Joint Owner who is the designated recipient, but not the Owner's spouse, may not continue the Contract. Under IRS Guidelines, once a surviving spouse continues the Contract, the Contract may not be continued again in the event the surviving spouse remarries. If you have purchased an optional living benefit Rider, please refer to the Rider attached to your Contract to determine how any guaranteed amounts may be affected when a surviving spouse continues the Contract.

Example: On the Notice Date, the Owner's surviving spouse elects to continue the Contract. On that date, the death benefit proceeds were \$100,000 and the Contract Value was \$85,000. Since the surviving spouse elected to continue the Contract in lieu of receiving the death benefit proceeds, we will increase the Contract Value by an Add-In Amount of \$15,000 ($\$100,000 - \$85,000 = \$15,000$). If the Contract Value on the Notice Date was \$100,000 or higher, then nothing would be added to the Contract Value.

The continuing spouse is subject to the same fees, charges and expenses applicable to the deceased Owner of the Contract.

Death of Annuitant

If a sole surviving Annuitant dies before the Annuity Date, the amount of the death benefit will be equal to the *Death Benefit Amount* as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section.

If there is more than one Annuitant and an Annuitant who is not an Owner dies, no death benefit proceeds will be payable (unless owned by a Non-Natural Owner). The designated sole Annuitant will then be the first living person in the following order:

- a surviving Joint Annuitant, or
- a surviving Contingent Annuitant.

Death of Owner

If a Contract Owner dies before the Annuity Date, the amount of the death benefit will be equal to the *Death Benefit Amount* as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES** section.

Non-Natural Owner

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the Non-Qualified Contract Distribution Rules. If there are Joint or Contingent Annuitants, the death benefit proceeds will be payable on proof of death of the first Annuitant. If there is a change in the Primary Annuitant prior to the Annuity Date, such change will be treated as the death of the Owner (however, under the terms of your Contract, you cannot change the Primary Annuitant). The Death Benefit Amount will be: (a) the Contract Value, if the Non-Natural Owner elects to maintain the Contract and reinvest the Contract Value into the contract in the same amount as immediately prior to the distribution; or (b) the Contract Value, less any Annual Fee, withdrawal charge and premium taxes and/or other taxes, if the Non-Natural Owner elects a cash distribution and will be paid in accordance with the Death Benefits Proceeds section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES** section.

Non-Qualified Contract Distribution Rules

The Contract is intended to comply with all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify the Contract as an annuity contract for federal income tax purposes. If an Owner of a Non-Qualified Contract dies before the Annuity Date, distribution of the death benefit proceeds must begin within 1 year after the Owner's death or complete distribution within 5 years after the Owner's death. In order to satisfy this requirement, the designated recipient must receive a final lump sum payment by the 5th anniversary of the Contract Owner's death, or elect to receive an annuity for life or over a period that does not exceed the life expectancy of the designated recipient with annuity payments that start within 1 year after the Owner's death or, if permitted by the IRS, elect to receive a systematic distribution over a period not exceeding the beneficiary's life expectancy using a method that would be acceptable for purposes of calculating the minimum distribution required under section 401(a)(9) of the Code. If an election to receive an annuity is not made within 60 calendar days of our receipt of proof, In Proper Form, of the Owner's death or, if earlier, 60 calendar days (or shorter period as we permit) prior to the 1st anniversary of the Owner's death, the option to receive annuity payments is no longer available. If a Non-Qualified Contract has Joint Owners, this requirement applies to the first Contract Owner to die.

The Owner may designate that the Beneficiary will receive death benefit proceeds through annuity payments for life or life with Period Certain. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot revoke or modify the Owner's designation.

Qualified Contract Distribution Rules

Under Treasury regulations and our administrative procedures, if the Contract is owned under a Qualified Plan as defined in Sections 401, 403, 408, or 408A of the Code distributions to the Beneficiary must satisfy the Required Minimum Distribution (RMD) rules of Code Section 401(a)(9). For Owner/Annuitants who die after December 31, 2019, the RMD rules for Beneficiaries who inherit an account or IRA are different depending on whether the Beneficiary is an "Eligible Designated Beneficiary" (EDB) or not. An EDB includes a surviving spouse, a disabled individual, a chronically ill individual, a minor child, or an individual who is not more than 10 years younger than the Owner/Annuitant. Certain trusts created for the exclusive benefit of disabled or chronically ill Beneficiaries are included. These EDBs may take their distributions over the Beneficiary's life expectancy and those distributions must commence by December 31st of the year following the death of the Owner/Annuitant. However, minor children must still take remaining distributions within 10 years of reaching age 18. Additionally, a surviving spouse Beneficiary may delay commencement of distributions until the later of the end of the year that the Owner/Annuitant would have attained age 72, or when the surviving spouse's turns 72.

Designated Beneficiaries, who are not an EDB, must withdraw the entire account by the 10th calendar year following the death of the Owner/Annuitant.

Non-designated Beneficiaries must withdraw the entire account within 5 years of the Owner/Annuitant's death if distributions have not begun prior to death unless the owner dies after commencing his or her RMD payments.

If the Owner/Annuitant dies after the commencement of RMDs (except in the case of a Roth IRA when RMDs do not apply) but before the Annuitant's entire interest in the Contract (other than a Roth IRA) has been distributed, the remaining interest in the Contract must be distributed to the non-designated Beneficiary at least as rapidly as under the distribution method in effect at the time of the Annuitant's death.

You are responsible for monitoring distributions that must be taken to meet IRS guidelines.

Stepped-Up Death Benefit II

This optional Rider offers you the ability to lock in market gains for your beneficiaries with a stepped-up death benefit, which is the highest Contract Value on any previous Contract Anniversary (prior to the oldest of the Owner's or Annuitant's 81st birthday) increased by the amount of additional Purchase Payments and decreased by withdrawals that you make.

Purchasing the Rider

You may purchase this optional Rider at the time your application is completed and before your Contract is issued. You may not purchase this Rider after the Contract Date. This Rider may only be purchased if the age of each Owner and Annuitant is 75 or younger on the Contract Date. An Owner change may only be elected if the age of any new Owner is 75 years or younger on the effective date of the Owner change (see the *Owner Change* subsection below).

How the Rider Works

Here are a few definitions regarding the Death Benefit Amount:

Total Adjusted Purchase Payments – The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal. This amount may be adjusted if there is an Owner change as described below.

Pro Rata Reduction – The reduction percentage that is calculated at the time of a withdrawal by dividing the amount of the withdrawal (including any applicable withdrawal charges) by the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than the sum of all Purchase Payments made into the Contract, may be greater than actual amount withdrawn.**

If you purchase this Rider at the time your application is completed, upon the death of an Owner or sole surviving Annuitant (first Annuitant for Non-Natural Owners), prior to the Annuity Date, the death benefit proceeds will be equal to the greater of (a) or (b) below:

- (a) the Death Benefit Amount (as of the Notice Date) as described in the applicable Death Benefit Amount section above.
- (b) the Guaranteed Minimum Death Benefit Amount as of the Notice Date.

The actual Guaranteed Minimum Death Benefit Amount is calculated only when death benefit proceeds become payable as a result of the death of an Owner or the sole surviving Annuitant (first Annuitant for Non-Natural Owners), prior to the Annuity Date. The Guaranteed Minimum Death Benefit Amount may be different if an Owner change occurs (see the *Owner Change* subsection below).

First we calculate what the Death Benefit Amount would have been as of your first Contract Anniversary and each subsequent Contract Anniversary that occurs before death benefit proceeds become payable and before the oldest Owner or Annuitant reaches his or her 81st birthday (each of these Contract Anniversaries is a "Milestone Date").

We then adjust the Death Benefit Amount for each Milestone Date by:

- adding the aggregate amount of any Purchase Payments received by us since the Milestone Date, and
- subtracting a Pro Rata Reduction for each withdrawal that has occurred since that Milestone Date. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

The highest of these adjusted Death Benefit Amounts for each Milestone Date, as of the Notice Date, is your Guaranteed Minimum Death Benefit Amount if you purchase this Rider and no Owner change occurred as outlined in the *Owner Change* subsection below. **Calculation of any actual Guaranteed Minimum Death Benefit Amount is only made once death benefit proceeds become payable under your Contract.**

Owner Change

If there is an Owner change to someone other than the previous Owner's spouse, to a Trust or non-natural entity where the Owner and Annuitant are not the same person prior to the Owner change, or if an Owner is added that is not the Owner's spouse, the Guaranteed Minimum Death Benefit Amount will be reset to equal the Total Adjusted Purchase Payments amount (under the applicable Death Benefit Amount) on the effective date of the Owner change (the "Change Date"). **An Owner change to a Trust or non-natural entity where the Owner and the Annuitant are the same person prior to the Owner change, will not trigger a reset.**

On each Contract Anniversary after the Change Date and before the oldest Owner or Annuitant reaches his or her 81st birthday (each of these Contract Anniversaries is a "Milestone Date"), we recalculate the Death Benefit Amount for each Milestone Date and set it equal to the greater of:

- the Contract Value on that Contract Anniversary, or
- the Total Adjusted Purchase Payments on the Change Date.

We then adjust the Death Benefit Amount for each Milestone Date by:

- adding the aggregate amount of Purchase Payments received by us since that Milestone Date, and
- subtracting a Pro Rata Reduction for each withdrawal that has occurred since that Milestone Date.

The highest of these adjusted Death Benefit Amounts for each Milestone Date, as of the Notice Date, is your Guaranteed Minimum Death Benefit Amount if you purchase this Rider. **Calculation of any actual Guaranteed Minimum Death Benefit Amount is only made once death benefit proceeds become payable under your Contract.**

Any death benefit paid under this Rider will be paid in accordance with the Death Benefit Proceeds section above.

If you purchase a living benefit rider, the *Death Benefit Amount Adjustment* features under those riders do not affect the death benefit calculation under this rider. See **OPTIONAL LIVING BENEFIT RIDERS**.

See **APPENDIX B: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT II SAMPLE CALCULATIONS**.

Termination

The Rider will remain in effect until the earlier of:

- the date a full withdrawal of the amount available for withdrawal is made under the Contract,
- the date death benefit proceeds become payable under the Contract (except where the spouse of the deceased Owner continues the Contract, see **DEATH BENEFITS – Spousal Continuation**),
- the date the Contract is terminated in accordance with the provisions of the Contract, or
- the Annuity Date.

The Rider may not otherwise be cancelled.

Stepped-Up Death Benefit

This optional Rider offers you the ability to lock in market gains for your beneficiaries with a stepped-up death benefit, which is the highest Contract Value on any previous Contract Anniversary (prior to the oldest of the Owner's or Annuitant's 81st birthday) increased by the amount of additional Purchase Payments and less an adjusted amount for each withdrawal.

Purchasing the Rider

You may purchase this optional Rider at the time your application is completed and before your Contract is issued. You may not purchase this Rider after the Contract Date. This Rider may only be purchased if the age of each Owner and Annuitant is 75 or younger on the Contract Date.

How the Rider Works

If you purchase this Rider at the time your application is completed, upon the death of the sole surviving Annuitant (first Annuitant for Non-Natural Owners) or the first Owner, prior to the Annuity Date, the death benefit proceeds will be equal to the greater of (a) or (b) below:

(a) the Death Benefit Amount as of the Notice Date.

The Death Benefit Amount as of any day before the Annuity Date is equal to the greater of:

- your Contract Value as of that day, or
- your aggregate Purchase Payments reduced by an amount for each withdrawal, which is calculated by multiplying the aggregate Purchase Payments received before each withdrawal by the ratio of the amount of the withdrawal, including any withdrawal charge, to the Contract Value immediately prior to each withdrawal. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

(b) the Guaranteed Minimum Death Benefit Amount as of the Notice Date.

The actual Guaranteed Minimum Death Benefit Amount is calculated only when death benefit proceeds become payable as a result of the death of the sole surviving Annuitant (first Annuitant for Non-Natural Owners) or the first death of an Owner, prior to the Annuity Date and is determined as follows:

First we calculate what the Death Benefit Amount would have been as of your first Contract Anniversary and each subsequent Contract Anniversary that occurs prior to the oldest of the Owner's or Annuitant's 81st birthday (each of these Contract Anniversaries is a "Milestone Date").

We then adjust the Death Benefit Amount for each Milestone Date by:

- adding the aggregate amount of any Purchase Payments received by us since the Milestone Date, and

- subtracting an amount for each withdrawal that has occurred since that Milestone Date, which is calculated by multiplying the Death Benefit Amount before the withdrawal by the ratio of the amount of each withdrawal that has occurred since that Milestone Date, including any withdrawal charge, to the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

The highest of these adjusted Death Benefit Amounts for each Milestone Date, as of the Notice Date, is your Guaranteed Minimum Death Benefit Amount if you purchase this Rider. **Calculation of any actual Guaranteed Minimum Death Benefit Amount is only made once death benefit proceeds become payable under your Contract.**

Any death benefit paid under this Rider will be paid in accordance with the *Death Benefit Proceeds* section above.

If you purchase a living benefit rider, the *Death Benefit Amount Adjustment* features under those riders do not affect the death benefit calculation under this rider. See **OPTIONAL LIVING BENEFIT RIDERS**.

See **APPENDIX C: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT SAMPLE CALCULATIONS**.

Termination

The Rider will remain in effect until the earlier of:

- the date a full withdrawal of the amount available for withdrawal is made under the Contract,
- the date death benefit proceeds become payable under the Contract (unless Spousal Continuation is elected),
- the date the Contract is terminated in accordance with the provisions of the Contract, or
- the Annuity Date.

The Rider may not otherwise be cancelled.

WITHDRAWALS

Optional Withdrawals

You may, on or prior to your Annuity Date, withdraw all or a portion of the amount available under your Contract while the Annuitant is living and your Contract is in force. You may surrender your Contract and make a full withdrawal at any time after the right to cancel period. If you surrender your Contract it will be terminated as of the Effective Date of the withdrawal. Beginning 30 calendar days after your Contract Date, you also may make partial withdrawals from your Investment Options at any time. Currently, we are not requiring the 30-day waiting period on partial withdrawals, but we reserve the right to require a 30-day waiting period on partial withdrawals in the future. We will provide you at least 30 calendar days prior notice before we implement the 30-day waiting period on partial withdrawals. You may request to withdraw a specific dollar amount or a specific percentage of an Account Value or your Net Contract Value. You may choose to make your withdrawal from specified Investment Options. If you do not specify Investment Options, your withdrawal will be made from all of your Investment Options proportionately.

Each partial withdrawal must be for \$500 or more. Pre-authorized partial withdrawals must be at least \$250, except for pre-authorized withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least \$100. If your partial withdrawal from an Investment Option would leave a remaining Account Value in that Investment Option of less than \$500, we also reserve the right, at our option and with prior written notice, to transfer that remaining amount to your other Investment Options on a proportionate basis relative to your most recent allocation instructions.

If your partial withdrawal leaves you with a Net Contract Value of less than \$1,000, or if your partial withdrawal request is for an amount exceeding the amount available for withdrawal, as described in the *Amount Available for Withdrawal* section below, we have the right, at our option, to terminate your Contract and send you the withdrawal proceeds. However, we will not terminate your Contract if a partial withdrawal reduces the Net Contract Value to an amount less than \$1,000 and there is an optional withdrawal benefit rider in effect. Partial withdrawals from any fixed option in any Contract Year may be subject to restrictions.

See **THE GENERAL ACCOUNT**.

Distributions made due to divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may result in a withdrawal charge assessment.

Amount Available for Withdrawal

The amount available for withdrawal is your Net Contract Value (Contract Value less Contract Debt) at the end of the Business Day on which your withdrawal request is effective, less any applicable Annual Fee, optional Rider Charges, withdrawal charge, and any charge for premium taxes and/or other taxes. The amount we send to you (your “withdrawal proceeds”) will also reflect any required or requested federal and state income tax withholding. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT**. If you own optional Riders, taking a withdrawal before a certain age or a withdrawal that is greater than the allowed annual withdrawal amount under a Rider, may result in adverse consequences such as a reduction in Rider benefits or the failure to receive lifetime withdrawals under the Rider.

You assume investment risk on Purchase Payments in the Subaccounts. As a result, the amount available to you for withdrawal from any Subaccount may be more or less than the total Purchase Payments you have allocated to that Subaccount.

Withdrawals Free of a Withdrawal Charge

Subject to the amount available for withdrawal provisions described above, during a Contract Year you may withdraw your “eligible Purchase Payments” without incurring a withdrawal charge. Eligible Purchase Payments include 10% of all Purchase Payments at the beginning of a Contract Year that have an “age” of less than 8 years, plus 10% of any Purchase Payments received during the Contract Year plus 100% of any remaining Purchase Payments that have an age of 8 years or more. Our calculations of the withdrawal charge deduct this “free 10%” from your “oldest” Purchase Payment that is still subject to the withdrawal charge. For purposes of determining the free withdrawal amounts, withdrawal of mandatory required distributions from certain Qualified Plans are included within the calculations. Any portion of your eligible Purchase Payments not withdrawn during a Contract Year may not be carried over to the next Contract Year.

Example: You make an initial Purchase Payment of \$10,000 in Contract Year 1, and make additional Purchase Payments of \$1,000 and \$6,000 in Contract Year 2. Your Contract Value in Contract Year 3 is \$19,000. In Contract Year 3, you may withdraw \$1,700 free of the withdrawal charge (your total Purchase Payments were \$17,000, so 10% of that total equals \$1,700). After this withdrawal, your Contract Value is \$17,300. In Contract Year 4, your Contract Value falls to \$14,500; you may withdraw \$1,700 (10% of \$17,000; \$17,000 represents Purchase Payments) free of any withdrawal charges.

The free 10% may also apply to redemptions made after the Annuity Date. See **ANNUITIZATION – Choosing Your Annuity Option – Annuity Options** for Free Withdrawal amounts that apply to redemptions after the Annuity Date.

Qualified Contracts have special restrictions on withdrawals. For purposes of determining the free withdrawal amounts, withdrawal of mandatory required distributions from certain Qualified Contracts are included within the calculations. For additional information, see *Special Restrictions Under Qualified Plans* below. For those Contracts issued to a Charitable Remainder Trust (CRT), the amount available for withdrawal free of withdrawal charges during a Contract Year includes all eligible Purchase Payments plus all earnings even if all Purchase Payments have not been deemed withdrawn.

Pre-Authorized Withdrawals

If your Contract Value is at least \$5,000, you may select the pre-authorized withdrawal option, and you may choose monthly, quarterly, semi-annual or annual withdrawals. Currently, we are not enforcing the minimum Contract Value amount but we reserve the right to enforce the minimum amount in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum Contract Value amount. Each withdrawal must be for at least \$250, except for withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least \$100. Each pre-authorized withdrawal is subject to federal income tax on its taxable portion and may be subject to a tax penalty of 10% if you have not reached age 59½. Pre-authorized withdrawals cannot be used to continue the Contract beyond the Annuity Date. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT**. Additional information and options are set forth in the SAI. If you have a guaranteed minimum withdrawal benefit rider in effect, pre-authorized withdrawals cannot take place on your Contract Anniversary.

Special Requirements for Withdrawals and Payments to Third Party Payees

Withdrawals may not be directed to individual third party payees. If you wish to have a full or partial withdrawal check made payable to a third-party payee that is a financial institution, trust, or charity, you must provide complete instructions and the request may require an original signature and/or signature guarantee.

Special Restrictions Under Qualified Plans

Qualified Plans may have additional rules regarding withdrawals from a Contract purchased under such a Plan. In general, if your Contract was issued under certain Qualified Plans, *you may not withdraw amounts* attributable to contributions made pursuant to a salary reduction agreement (as defined in Section 402(g)(3)(A) of the Code) or to transfers from a custodial account (as defined in Section 403(b)(7) of the Code) *except* in cases of your:

- severance from employment,
- death,
- disability as defined in Section 72(m)(7) of the Code,
- distributions upon termination of a Qualified Plan,
- reaching age 59½, or
- hardship as defined for purposes of Section 401 of the Code.

These limitations do not affect certain rollovers or exchanges between Qualified Plans, and do not apply to rollovers from these Qualified Plans to an individual retirement account or individual retirement annuity. In the case of a 403(b) plan, these limitations do not apply to certain salary reduction contributions made, and investment results earned, prior to dates specified in the Code.

Hardship withdrawals under the exception provided above are restricted to amounts attributable to salary reduction contributions, and do not include investment results. This additional restriction does not apply to salary reduction contributions made, or investment results earned, prior to dates specified in the Code.

Certain distributions, including rollovers, may be subject to mandatory withholding of 20% for federal income tax and to a tax penalty of 10% if the distribution is not transferred directly to the trustee of another Qualified Plan, or to the custodian of an individual retirement account or issuer of an individual retirement annuity. See **FEDERAL TAX ISSUES**. Distributions may also trigger withholding for state income taxes. The tax and ERISA rules relating to withdrawals from Contracts issued to Qualified Plans are complex. We are not the administrator of any Qualified Plan. You should consult your qualified tax advisor and/or your Plan Administrator before you withdraw any portion of your Contract Value.

Effective Date of Withdrawal Requests

Withdrawal requests we receive before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, will be effective at the end of the same Business Day that we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. If a Purchase Payment is made by check and you submit a withdrawal request immediately afterwards, we may hold the check and the payment of any withdrawal proceeds may be delayed until we receive confirmation in our Service Center that your check has cleared. In general, a delay of the payment of withdrawal proceeds during the check hold period will not exceed ten Business Days after we receive your withdrawal request In Proper Form. If we delay the payment of withdrawal proceeds during the check hold period, we will calculate the value of your withdrawal proceeds as of the end of the Business Day we received your withdrawal request In Proper Form.

Tax Consequences of Withdrawals

All withdrawals, including pre-authorized withdrawals, will generally have federal income tax consequences, which could include tax penalties. **You should consult with a qualified tax advisor before making any withdrawal or selecting the pre-authorized withdrawal option.** See **FEDERAL TAX ISSUES**.

Right to Cancel (“Free Look”)

You may return your Contract for cancellation and a refund during your Free Look period. Your Free Look period is usually the 10 calendar day period beginning on the calendar day you receive your Contract. If you are replacing another annuity contract or life insurance policy, the Free Look period ends 60 calendar days after you receive your Contract.

The amount of your refund may be more or less than the Purchase Payments you have made. If a Purchase Payment is made by check other than a cashier’s check, we may hold the check and the payment of any refund during the “Right to Cancel” period may be delayed until we receive confirmation in our Service Center that your check has cleared. If you return your Contract and provide cancellation instructions, it will be cancelled as of the date we receive your Contract and cancellation instructions In Proper Form. You will then receive a refund of your Contract Value, based upon the next determined Accumulated Unit Value (AUV) after we receive your Contract for cancellation, plus a refund of any amount that may have been deducted as Contract fees and charges, and minus any additional amount credited as described in **CHARGES, FEES AND DEDUCTIONS – Waivers and Reduced Charges**. You bear the investment risk for any additional amount credited. Your refund amount may be subject to income tax consequences, which include tax penalties. You should consult with a qualified tax advisor before cancelling your Contract for a refund.

If your Contract was issued as an IRA and you return your Contract within 7 calendar days after you receive it, we will return the greater of your Purchase Payments (less any withdrawals made) or the Contract Value.

Your Purchase Payments are allocated to the Investment Options you indicated on your application, unless otherwise required by state law. If state law requires that your Purchase Payments must be allocated to Investment Options different than you requested, we will comply with state requirements. At the end of the Free Look period, we will allocate your Purchase Payments based on your allocation instructions.

You will find a complete description of the Free Look period and amount to be refunded that applies to your Contract on the Contract’s cover page.

OPTIONAL LIVING BENEFIT RIDERS

General Information

Optional Riders are subject to availability (including state availability) and may be discontinued for purchase at anytime without prior notice. Before purchasing any optional Rider, make sure you understand all of the terms and conditions and consult with your financial professional for advice on whether an optional Rider is appropriate for you. We reserve the right to only allow the purchase of an optional living benefit Rider at Contract issue and will give prior written notice and amend the prospectus to reflect such a change. Your election to purchase an optional Rider must be received In Proper Form.

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own, and you will not be able to increase your Contract Value or increase any protected

amounts under your optional living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice. See the *Subsequent Purchase Payments* subsection of the riders for additional information.

Living benefit riders available through this Contract, for an additional cost, are categorized as guaranteed minimum withdrawal benefit riders. The following is a list (which may change from time to time) of riders currently available (**effective June 1, 2020, the riders listed below will no longer be available for purchase**):

Guaranteed Minimum Withdrawal Benefit

- CoreIncome Advantage Select (Single)
- CoreIncome Advantage Select (Joint)

The guaranteed minimum withdrawal benefit riders focus on providing an income stream for life through withdrawals during the accumulation phase, if certain conditions are met. The riders have the same basic structure with differences in the percentage that may be withdrawn each year, how long the withdrawals may last (for example, for a single life or for joint lives), and what age lifetime withdrawals may begin, if applicable. The riders also offer the potential to lock in market gains on each Contract Anniversary which may increase the annual amount you may withdraw each year under the rider. The riders provide an income stream regardless of market performance, even if your Contract Value is reduced to zero.

You can find complete information about each optional rider and its key features and benefits below.

You may purchase an optional Rider on the Contract Date or on any Contract Anniversary (if available). In addition, if you purchase a Rider within 60 calendar days after the Contract Date or, if available, within 60 calendar days after any Contract Anniversary, the Rider Effective Date will be that Contract Date or Contract Anniversary. Your election to purchase an optional Rider must be received In Proper Form. You can find complete purchasing and eligibility information about each optional Rider in the *Purchasing Your Rider* subsection of each Rider.

Distributions made due to a request for partial annuitization, divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may adversely affect Rider benefits.

Taking a withdrawal before a certain age or a withdrawal that is greater than the annual withdrawal amount (“excess withdrawal”) under a particular Rider may result in adverse consequences such as a permanent reduction in Rider benefits or the failure to receive lifetime withdrawals under a Rider. If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.

Some optional riders allow for owner elected Resets/Step-Ups. If you elect to Reset/Step-Up, your election must be received, In Proper Form, within 60 calendar days after the Contract Anniversary (“60 day period”) on which the Reset/Step-Up is effective. We may, at our sole discretion, allow Resets/Step-Ups after the 60 calendar day period. We reserve the right to refuse a Reset/Step-Up request after the 60 calendar day period regardless of whether we may have allowed you or others to Reset/Step-Up in the past. Each Contract Anniversary starts a new 60 calendar day period in which a Reset/Step-Up may be elected.

Some broker/dealers may limit their clients from purchasing some optional Riders based upon the client’s age or other factors. You should work with your financial professional to decide whether an optional Rider is appropriate for you.

Taking a loan while an optional living benefit Rider is in effect will terminate your Rider. Work with your financial professional before taking a loan.

Work with your financial professional to review the different riders available for purchase, how they function, how the riders differ from one another, and to understand all of the terms and conditions of an optional rider prior to purchase.

Investment Allocation Requirements

At initial purchase and during the entire time that you own an optional living benefit Rider, you must allocate your entire Contract Value to an asset allocation program or Investment Options we make available for these Riders. You may allocate your Contract Value according to the following requirements:

- 100% to one allowable Asset Allocation Model, or
- 100% among allowable Investment Options.

You may also use the DCA Plus program to transfer amounts to an Asset Allocation Model or among the Investment Options listed below. Currently, the allowable Asset Allocation Models and Investment Options are as follows:

Allowable Asset Allocation Models

Custom Model¹

Asset allocation models (certain Sample Portfolios²)
available through your financial professional

Allowable Investment Options

American Funds IS Asset Allocation Fund
BlackRock Global Allocation V.I. Fund
Fidelity® VIP FundsManager 60% Portfolio
First Trust/Dow Jones Dividend & Income Allocation Portfolio
Franklin Allocation VIP Fund
Janus Henderson Balanced Portfolio
MFS Total Return Series
Pacific Dynamix – Conservative Growth Portfolio

Pacific Dynamix – Moderate Growth Portfolio
Pacific Dynamix – Growth Portfolio¹
Portfolio Optimization Conservative Portfolio
Portfolio Optimization Moderate-Conservative Portfolio
Portfolio Optimization Moderate Portfolio
Portfolio Optimization Growth Portfolio¹
State Street Total Return V.I.S. Fund

¹ Only available for optional living benefit riders with a Rider Effective Date before May 1, 2012.

² Only available for optional living benefit riders with a Rider Effective Date before May 1, 2015.

You may transfer your entire Contract Value between an allowable Asset Allocation Model and allowable Investment Options, between allowable Asset Allocation Models or between allowable Investment Options, subject to certain transfer limitations and availability. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**. Keep in mind that you must allocate your *entire* Contract Value to either *one* allowable Asset Allocation Model or *among* the allowable Investment Options. If you do not allocate your *entire* Purchase Payment or Contract Value according to the requirements above, your Rider will terminate.

Allowable Asset Allocation Models – Custom Model. You may also make transfers between the Investment Options available under the Custom Model program as long as you follow the Custom Model parameters. However, if you make transfers, subsequent Purchase Payments or change the allocation percentages within your Custom Model and they do not comply with the Custom Model parameters, you will no longer be participating in the Custom Model program and your Rider will terminate. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Custom Model** for information about the program.

Allowable Investment Options. You may allocate your entire Contract Value among any of the allowable Investment Options listed in the table above.

By adding an optional living benefit Rider to your Contract, you agree to the above referenced investment allocation requirements for the entire period that you own a Rider. These requirements may limit the number of Investment Options that are otherwise available to you under your Contract. We reserve the right to add, remove or change allowable asset allocation programs or allowable Investment Options at any time. We may make such a change due to a fund reorganization, fund substitution, to help protect our ability to provide the guarantees under these riders (for example, changes in an underlying portfolio's investment objective and principal investment strategies, or changes in general market conditions), or otherwise. Generally, a change to an existing allowable Investment Option will not require you to reallocate or transfer the total amount of Contract Value allocated to an affected Investment Option, except when an underlying portfolio is liquidated by a determination of its Board of Directors or by a fund substitution. If a change is required that will result in a reallocation or transfer of an existing Investment Option, we will provide you with reasonable notice (generally 90 calendar days) prior to the effective date of such change to allow you to reallocate your Contract Value to maintain your rider benefits. If you do not reallocate your Contract Value your rider will terminate.

We will send you written notice in the event any transaction made by you will involuntarily cause the Rider to terminate for failure to invest according to the investment allocation requirements. However, you will have 30 calendar days starting from the date of our written notice ("30 day period"), to instruct us to take appropriate corrective action to continue participation in an allowable asset allocation program or allowable Investment Options to continue the Rider. If you take appropriate corrective action and continue the Rider, the Rider benefits and features available immediately before the terminating event will remain in effect.

Asset allocation does not guarantee future results, ensure a profit, or protect against losses. The investment allocation requirements may reduce overall volatility in investment performance, may reduce investment returns, and may reduce the likelihood that we will be required to make payments under the optional living benefit riders. The reduction in volatility permits us to more effectively provide the guarantees under the Contract. Certain of the asset allocation portfolios that are allowable Investment Options, including the Pacific Select Fund asset allocation portfolios, may use futures and options to reduce the portfolios' equity exposure during periods when market indicators suggest high market volatility. This strategy is designed to reduce the risk of market losses from investing in equity securities. However, this strategy may result in periods of underperformance, including periods when specified benchmark indexes are appreciating but market volatility is high. As a result, your Contract Value may increase less than it would have without these defensive actions.

Multiple Rider Ownership

Only one guaranteed minimum withdrawal benefit rider may be owned or in effect at the same time.

Withdrawal Benefit Rider Exchanges

Subject to availability, you may elect to exchange among the following withdrawal benefit Riders (**effective June 1, 2020, CoreIncome Advantage Select (Single) or (Joint) will no longer be available for purchase by a rider exchange**):

FROM	TO	WHEN
CoreIncome Advantage Select (Single)	CoreIncome Advantage Select (Joint)	On any Contract Anniversary.
CoreIncome Advantage Select (Joint)	CoreIncome Advantage Select (Single)	On any Contract Anniversary.
CoreIncome Advantage 5 Plus (Single) or (Joint)	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5th Contract Anniversary measured from the Contract issue date.
Automatic Income Builder	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5th Contract Anniversary measured from the Contract issue date.

When you elect an exchange, you are terminating your existing Rider and purchasing a new Rider. The Initial Protected Payment Base and Remaining Protected Balance (if applicable) under the new Rider will be equal to the Contract Value on that Contract Anniversary. Generally, if your Contract Value is lower than the Protected Payment Base under your existing Rider, your election to exchange from one rider to another may result in a reduction in the Protected Payment Base and any applicable Protected Payment Amount and Remaining Protected Balance that may be applied. In other words, your existing protected balances will not carryover to the new Rider. If you elect an exchange, you will be subject to the charge and the terms and conditions for the new Rider in effect at the time of the exchange. Only one exchange may be elected each Contract Year. In addition, there are withdrawal percentages and lifetime income age requirements that differ between the Riders listed above. Work with your financial professional prior to electing an exchange.

Optional Riders Not Available for Purchase

The CoreIncome Advantage 5 Plus (Single), CoreIncome Advantage 5 Plus (Joint) and Automatic Income Builder Riders are no longer available for purchase. If you purchased one of these Riders, you will find more information about the Rider in **APPENDIX D: OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE**.

CoreIncome Advantage Select (Single)

(This Rider is called the Guaranteed Withdrawal Benefit XI Rider - Single Life in the Contract's Rider.)

Purchasing the Rider (effective June 1, 2020, this rider will no longer be available for purchase)

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is \$1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary provided that on the Rider Effective Date:

- the Designated Life is 85 years of age or younger,
- the Owner and Annuitant is the same person (except for Non-Natural Owners),
- the Contract is not issued as an Inherited IRA, Inherited Roth IRA, Inherited TSA or Non-Qualified Life Expectancy (Stretch), and
- you allocate your entire Contract Value according to the *Investment Allocation Requirements*.

Joint Owners may not purchase this Rider.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Treasury Regulations.

Designated Life – The person upon whose life the benefits of this Rider are based. The Owner/Annuitant (or youngest Annuitant in the case of a Non-Natural Owner) will be the Designated Life. The Designated Life cannot be changed; if a change occurs this Rider will terminate.

Early Withdrawal – Any withdrawal that occurs before the Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 4.5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4.5% of the Protected Payment Base computed on that date. If the Designated Life is younger than 59½ years of age, the Protected Payment

Amount is equal to zero (0); however, once the Designated Life reaches age 59½, the Protected Payment Amount will equal 4.5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the Designated Life is 59½ years of age or older, the Protected Payment Amount is 4.5% of the Protected Payment Base. If the Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the aggregate Purchase Payments under the Death Benefit Amount, then the aggregate Purchase Payments will be reduced by an amount greater than the amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4.5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Death Benefit Amount Adjustment

While this Rider is in effect, the aggregate Purchase Payments component of the Death Benefit Amount under the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits – Death Benefit Amount**) will be reduced by withdrawals based on either the amount withdrawn (a dollar-for-dollar basis) or on a proportionate basis. The calculation method used will depend on the amount withdrawn at the time of the withdrawal as compared to your Protected Payment Amount at the time of the withdrawal.

If a withdrawal *does not exceed* your Protected Payment Amount immediately prior to that withdrawal, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced by the amount of the withdrawal (dollar-for-dollar basis).

If a withdrawal (except an RMD Withdrawal) *exceeds* the Protected Payment Amount immediately prior to that withdrawal, we will reduce the aggregate Purchase Payments under the Death Benefit Amount by the amount of the Protected Payment Amount plus we will make a proportionate reduction for the amount in excess of the Protected Payment Amount.

If an Early Withdrawal occurs, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced on a proportionate basis based on the total amount of the withdrawal.

See examples 6, 7 and 8 in **APPENDIX A** for numerical examples of the adjustments to the Death Benefit Amount. If this Rider terminates before the death of an Owner or sole surviving Annuitant, withdrawals while this Rider was in effect will adjust the aggregate Purchase Payments component of the Death Benefit Amount on a proportionate basis. If this Rider terminates as a result of the death of an Owner or sole surviving Annuitant, then the aggregate Purchase Payments component of the Death Benefit Amount will be adjusted as described above.

This Rider has no effect on the death benefit calculation under any optional death benefit rider. A Reset does not alter the adjustment calculation of the aggregate Purchase Payments under the Death Benefit Amount. However, a Reset will change the Protected Payment Base which is used to determine the annual withdrawal amount under the Rider. See the *Reset of Protected Payment Base* subsection for more information on Resets.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen, and
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide 30 days advance notice to the Owner.

See example 9 in **APPENDIX A** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year. While this Rider is in effect, an RMD Withdrawal will also reduce the aggregate Purchase Payments under the Death Benefit Amount by the RMD Withdrawal amount (dollar-for-dollar basis).

See **FEDERAL TAX ISSUES – Qualified Contracts – Required Minimum Distributions**.

Depletion of Contract Value

If the Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the date of death of the Designated Life or when a death benefit becomes payable under the Contract,

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of the Designated Life or when a death benefit becomes payable under the Contract, whichever occurs first. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any subsequent Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase. Any Rider re-purchases are subject to the Rider terms and conditions at the time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements* and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- the date of the death of the Designated Life or when a death benefit becomes payable under the Contract,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes to or from certain trusts or adding or removing the Owner's spouse),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the Designated Life is younger than age 59½.

See the **Depletion of Contract Value** subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX A**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

CoreIncome Advantage Select (Joint)

(This Rider is called the Guaranteed Withdrawal Benefit XI Rider – Joint Life in the Contract's Rider.)

Purchasing the Rider (effective June 1, 2020, this rider will no longer be available for purchase)

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is \$1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary if you meet the following eligibility requirements:

- the Contract is issued as:
 - Non-Qualified Contract (this Rider is not available if the Owner is a trust or other entity), except Non-Qualified Life Expectancy (Stretch), or
 - Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for Inherited IRAs, Inherited Roth IRAs, Inherited TSAs, 401(a), 401(k), Individual(k), or Keogh.
- both Designated Lives are 85 years or younger,
- you allocate your entire Contract Value according to the *Investment Allocation Requirements*,
- the Contract must be structured so that upon the death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract, and
- any Owner/Annuitant is a Designated Life (except for custodial owned IRA or TSA Contracts).

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,
- Joint Owners, where the Owners are each other's Spouses, or
- if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Treasury Regulations.

Designated Lives (each a "**Designated Life**") – Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal – Any withdrawal that occurs before the youngest Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 4.5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4.5% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 59½, the Protected Payment

Amount will equal 4.5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse – The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is 4.5% of the Protected Payment Base. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the aggregate Purchase Payments under the Death Benefit Amount, then the aggregate Purchase Payments will be reduced by an amount greater than the amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4.5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Death Benefit Amount Adjustment

While this Rider is in effect, the aggregate Purchase Payments component of the Death Benefit Amount under the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits – Death Benefit Amount**) will be reduced by withdrawals based on either the amount withdrawn (a dollar-for-dollar basis) or on a proportionate basis. The calculation method used will depend on the amount withdrawn at the time of the withdrawal as compared to your Protected Payment Amount at the time of the withdrawal.

If a withdrawal *does not exceed* your Protected Payment Amount immediately prior to that withdrawal, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced by the amount of the withdrawal (dollar-for-dollar basis).

If a withdrawal (except an RMD Withdrawal) *exceeds* the Protected Payment Amount immediately prior to that withdrawal, we will reduce the aggregate Purchase Payments under the Death Benefit Amount by the amount of the Protected Payment Amount plus we will make a proportionate reduction for the amount in excess of the Protected Payment Amount.

If an Early Withdrawal occurs, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced on a proportionate basis based on the total amount of the withdrawal.

See examples 6, 7 and 8 in **APPENDIX A** for numerical examples of the adjustments to the Death Benefit Amount.

If this Rider terminates before the death of an Owner or sole surviving Annuitant, withdrawals while this Rider was in effect will adjust the aggregate Purchase Payments component of the Death Benefit Amount on a proportionate basis. If this Rider terminates as a result of the death of all Designated Lives eligible for lifetime benefits, then the aggregate Purchase Payments component of the Death Benefit Amount will be adjusted as described above.

This Rider has no effect on the death benefit calculation under any optional death benefit rider. A Reset does not alter the adjustment calculation of the aggregate Purchase Payments under the Death Benefit Amount. However, a Reset will change the Protected Payment Base which is used to determine the annual withdrawal amount under the Rider. See the *Reset of Protected Payment Base* subsection for more information on Resets.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and
- the youngest Designated Life is age 59½ or older.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide 30 days advance notice to the Owner.

See example 9 in **APPENDIX A** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year. While this Rider is in effect, an RMD Withdrawal will also reduce the aggregate Purchase Payments under the Death Benefit Amount by the RMD Withdrawal amount (dollar-for-dollar basis).

See **FEDERAL TAX ISSUES – Qualified Contracts – Required Minimum Distributions**.

Depletion of Contract Value

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an RMD withdrawal), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial professional and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract. See Rider Terms – Designated Lives above and ADDITIONAL INFORMATION – Changes to Your Contract.**

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements* and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,

- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX A**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

PACIFIC LIFE & ANNUITY, PACIFIC LIFE, AND THE SEPARATE ACCOUNT

Pacific Life & Annuity Company (PL&A)

PL&A is a life insurance company domiciled in Arizona. Our operations include life insurance, annuity and institutional products and various other insurance products and services. At the end of 2019, we had total statutory assets of \$7,786 million.

PL&A is authorized to conduct life insurance and annuity business in Arizona, New York and certain other states. Our executive office is located at 700 Newport Center Drive, Newport Beach, California 92660.

PL&A was incorporated in 1982 under the name of Pacific Financial Life Insurance Company. We merged with Pacific Financial Life Insurance Company of Arizona and assumed the PM Group Life Insurance Company in transferring domicile from California to Arizona, which was completed in 1990. On January 1, 1999, we changed our name to our current name, Pacific Life & Annuity Company.

Our affiliate, Pacific Select Distributors, LLC (PSD), serves as the principal underwriter (distributor) for the Contracts. PSD is located at 700 Newport Center Drive, Newport Beach, California 92660. We and PSD enter into selling agreements with broker-dealers whose financial professionals are authorized by the Superintendent of the New York State Department of Financial Services to sell the Contracts.

We may provide you with reports of our ratings both as an insurance company and as to our claims-paying ability with respect to our General Account assets.

Pacific Life

Pacific Life Insurance Company administers the policies sold under this Prospectus. At the end of 2019, Pacific Life had \$509.9 billion of individual life insurance and total admitted assets of approximately \$146 billion. Pacific Life's executive office is located at 700 Newport Center Drive, Newport Beach, California 92660.

Separate Account A

Separate Account A was established on January 25, 1999 as a separate account of ours, and is registered with the SEC under the Investment Company Act of 1940 (the "1940 Act"), as a type of investment company called a "unit investment trust."

Obligations arising under your Contract are our general corporate obligations. We are also the legal owner of the assets in the Separate Account. Assets of the Separate Account attributed to the reserves and other liabilities under the Contract and other contracts issued by us that are supported by the Separate Account may not be charged with liabilities arising from any of our other business; any income, gain or loss (whether or not realized) from the assets of the Separate Account are credited to or charged against the Separate Account without regard to our other income, gain or loss. We must keep assets in the Separate Account equal to the reserves and contract liabilities (*i.e.* amounts at least equal to the aggregate variable account value) sufficient to pay obligations under the contracts funded by the Separate Account.

We may invest money in the Separate Account in order to commence its operations and for other purposes, but not to support contracts other than variable annuity contracts. A portion of the Separate Account's assets may include accumulations of charges we make against the Separate Account and investment results of assets so accumulated. These additional assets are ours and we may transfer them to our General Account at any time; however, before making any such transfer, we will consider any possible adverse impact the transfer might have on the Separate Account. Subject to applicable law, we reserve the right to transfer our assets in the Separate Account to our General Account.

The Separate Account may not be the sole investor in the Funds. Investment in a Fund by other separate accounts in connection with variable annuity and variable life insurance contracts may create conflicts. See the Prospectus and the SAI for the Funds for more information.

FEDERAL TAX ISSUES

The following summary of federal income tax issues is based on our understanding of current tax laws and regulations, which may be changed by legislative, judicial or administrative action. The summary is general in nature and is not intended as tax advice. Moreover, it does not consider any applicable foreign, state or local tax laws. We do not make any guarantee regarding the tax status, federal, foreign, state or local, of any Contract or any transaction involving the Contracts. Accordingly, you should consult a qualified tax advisor for complete information and advice before purchasing a Contract. Additional tax information is included in the SAI. We reserve the right to amend this Contract without the Owner's consent to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Diversification Requirements and Investor Control

Section 817(h) of the Code provides that the investments underlying a variable annuity must satisfy certain diversification requirements in order for the contract to be treated as an annuity contract and qualify for tax deferral. We believe the underlying Variable Investment Options for the contract meet these requirements. Details on these diversification requirements appear in the Fund SAIs.

In addition, for a variable annuity contract to qualify for tax deferral, assets in the separate accounts supporting the contract must be considered to be owned by the insurance company and not by the contract owner. Under current U.S. tax law, if a contract owner has excessive control over the investments made by a separate account, or the underlying fund, the contract owner will be taxed currently on income and gains from the account or fund. In other words, in such a case of investor control the contract owner would not derive the tax benefits normally associated with variable annuities. For more information regarding investor control, please refer to the contract SAI.

Taxation of Annuities – General Provisions

Section 72 of the Code governs the taxation of annuities in general, and we designed the Contracts to meet the requirements of Section 72 of the Code. We believe that, under current law, the Contract will be treated as an annuity for federal income tax purposes if the Contract Owner is a natural person or an agent for a natural person, and that we (as the issuing insurance company), and not the Contract Owner(s), will be treated as the owner of the investments underlying the Contract. Accordingly, no tax should be payable by you as a Contract Owner as a result of any increase in Contract Value until you receive money under your Contract. You should, however, consider how amounts will be taxed when you do receive them. The following discussion assumes that your Contract will be treated as an annuity for federal income tax purposes.

Non-Qualified Contracts – General Rules

These general rules apply to Non-Qualified Contracts. As discussed below, however, tax rules may differ for Qualified Contracts and you should consult a qualified tax advisor if you are purchasing a Qualified Contract.

Taxes Payable

A Contract Owner is not taxed on the increases in the value of a Contract until an amount is received or deemed to be received. An amount could be received or deemed to be received, for example, if there is a partial distribution, a lump sum distribution, an Annuity payment or a material change in the Contract or if any portion of the Contract is transferred, pledged or assigned. See the *Addition of Optional Rider or Material Change to Contract* section below. Increases in Contract Value that are received or deemed to be received are taxable to the Contract Owner as ordinary income. Distributions of net investment income or capital gains that each Subaccount receives from its corresponding Portfolio are automatically reinvested in such Portfolio unless we, on behalf of the Separate Account, elect otherwise. As noted above, you will be subject to federal income taxes on the investment income from your Contract only when it is distributed to you.

Any taxable distribution of the investment income from your Contract may also be subject to a net investment income tax of 3.8%. This tax applies to various investment income such as interest, dividends, royalties, payments from annuities, and the disposition of property, but only to the extent a taxpayer's modified adjusted gross income exceeds certain thresholds (\$200,000 for individuals/\$250,000 if married filing jointly). Please speak to your tax advisor about this tax.

Non-Natural Persons as Owners

If a contract is not owned or held by a natural person or as agent for a natural person, the contract generally will not be treated as an “annuity” for tax purposes, meaning that the contract owner will be subject to current tax on annual increases in Contract Value at ordinary income rates unless some other exception applies. Certain entities, such as some trusts, may be deemed to be acting as agents for natural persons. Corporations, including S corps, C corps, LLCs, partnerships and FLPs, and tax-exempt entities are non-natural persons that will not be deemed to be acting as agents for natural persons.

Addition of Optional Rider or Material Change to Contract

The addition of a rider to the Contract, or a material change in the Contract’s provisions, such as a change in Contract ownership or an assignment of the Contract, could cause it to be considered newly issued or entered into for tax purposes, and thus could cause a taxable event or the Contract to lose certain grandfathered tax status. Please contact your tax advisor for more information.

Taxes Payable on Withdrawals Prior to the Annuity Date

Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, will be treated first as taxable income to the extent that your Contract Value exceeds the aggregate of your Purchase Payments reduced by non-taxable amounts previously received (investment in the Contract), and then as nontaxable recovery of your Purchase Payments. Therefore, you include in your gross income the smaller of: a) the amount of the partial withdrawal, or b) the amount by which your Contract Value immediately before you receive the distribution exceeds your investment in the Contract at that time.

Exceptions to this rule are distributions in full discharge of your Contract (a full surrender) or distributions from contracts issued and investments made before August 14, 1982.

If at the time of a partial withdrawal your Contract Value does not exceed your investment in the Contract, then the withdrawal will not be includable in gross income and will simply reduce your investment in the Contract.

The assignment or pledge of (or agreement to assign or pledge) the value of the Contract for a loan will be treated as a withdrawal subject to these rules. You should consult your tax advisor for additional information regarding taking a partial or a full distribution from your Contract.

Multiple Contracts (Aggregation Rule)

Multiple Non-Qualified Contracts that are issued after October 21, 1988, by us or our affiliates to the same Owner during the same calendar year are treated as one Contract for purposes of determining the taxation of distributions (the amount includable in gross income under Code Section 72(e)) prior to the Annuity Date from any of the Contracts. A Contract received in a tax-free exchange under Code Section 1035 may be treated as a new Contract for this purpose. For Contracts subject to the Aggregation Rule, the values of the Contracts and the investments in the Contracts should be added together to determine the taxation under Code Section 72(e). Withdrawals will be treated first as withdrawals of income until all of the income from all such Contracts is withdrawn. The Treasury Department has specific authority under Code Section 72(e)(11) to issue regulations to prevent the avoidance of the income-out-first rules for withdrawals prior to the Annuity Date through the serial purchase of Contracts or otherwise. As of the date of this Prospectus there are no regulations interpreting these aggregation provisions.

10% Tax Penalty Applicable to Certain Withdrawals and Annuity Payments

The Code provides that the taxable portion of a withdrawal or other distribution may be subject to a tax penalty equal to 10% of that taxable portion unless the withdrawal is:

- made on or after the date you reach age 59½,
- made by a Beneficiary after your death,
- attributable to your becoming disabled,
- any payments annuitized using a life contingent annuity option,
- attributable to an investment in the Contract made prior to August 14, 1982, or
- any distribution that is a part of a series of substantially equal periodic payments (Code Section 72(q) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or life expectancies) of you and your designated beneficiary.

Additional exceptions may apply to certain Qualified Contracts (see ***Taxes Payable on Annuity Payments*** and the applicable **Qualified Contracts**).

Taxes Payable on Optional Rider Charges

It is our understanding that the charges relating to any optional rider are not subject to current taxation and we will not report them as such. However, Treasury or the IRS may determine that these charges should be treated as partial withdrawals subject to current taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report any optional rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with Treasury Regulations or IRS guidance.

Distributions After the Annuity Date

After you annuitize, a portion of each annuity payment you receive under a Contract generally will be treated as a partial recovery of Investments (as used here, “Investments” means the aggregate Purchase Payments less any amounts that were previously received under the Contract but not included in income) and will not be taxable. (In certain circumstances, subsequent modifications to an initially-established payment pattern may result in the imposition of a tax penalty.) The remainder of each annuity payment will be taxed as ordinary income. However, after the full amount of aggregate Investments has been recovered, the full amount of each annuity payment will be taxed as ordinary income. Exactly how an annuity payment is divided into taxable and non-taxable portions depends on the period over which annuity payments are expected to be received, which in turn is governed by the form of annuity selected and, where a lifetime annuity is chosen, by the life expectancy of the Annuitant(s) or payee(s). Such a payment may also be subject to a tax penalty if taken prior to age 59½.

For periodic (annuity) payments, we will default your state tax withholding (as applicable) based upon the marital status and allowance(s) provided for your federal taxes or, if no withholding instructions are provided, we will default to your resident state’s prescribed withholding default (if applicable). Please consult with a tax advisor for additional information, including whether your resident state has a specific version of the W-4P form that should be submitted to us with state-specific income tax information.

Distributions to Beneficiary After Contract Owner’s Death

Generally, the same tax rules apply to amounts received by the Beneficiary as those that apply to the Contract Owner, except that the early withdrawal tax penalty does not apply. Thus, any annuity payments or lump sum withdrawal will be divided into taxable and non-taxable portions.

If death occurs after the Annuity Date, but before the expiration of a period certain option, the Beneficiary will recover the balance of the Investments as payments are made and may be allowed a deduction on the final tax return for the unrecovered Investments. A lump sum payment taken by the Beneficiary in lieu of remaining monthly annuity payments is not considered an annuity payment for tax purposes. The portion of any lump sum payment to a Beneficiary in excess of aggregate unrecovered Investments would be subject to income tax.

Contract Owner’s Estate

Generally, any amount payable to a Beneficiary after the Contract Owner’s death, whether before or after the Annuity Date, will be included in the estate of the Contract Owner for federal estate tax purposes. If the inclusion of the value of the Contract triggers a federal estate tax to be paid, the Beneficiary may be able to use a deduction called Income in Respect of Decedent (IRD) in calculating the income taxes payable upon receipt of the death benefit proceeds. In addition, designation of a non-spouse Beneficiary who either is 37½ or more years younger than a Contract Owner or is a grandchild of a Contract Owner may have Generation Skipping Transfer Tax (GSTT) consequences under section 2601 of the Code. You should consult with a qualified tax advisor if you have questions about federal estate tax, IRD, or GSTT.

Gifts of Annuity Contracts

Generally, gifts of Non-Qualified Contracts prior to the annuity start date will trigger tax reporting to the donor on the gain on the Contract, with the donee getting a stepped-up basis for the amount included in the donor’s income. The 10% early withdrawal tax penalty and gift tax also may be applicable. This provision does not apply to transfers between spouses or incident to a divorce, or transfers to and from a trust acting as agent for the Owner or the Owner’s spouse.

Tax Withholding for Non-Qualified Contracts

Unless you elect to the contrary, any amounts you receive under your Contract that are attributable to investment income will be subject to withholding to meet federal income tax obligations. For nonperiodic distributions, you will have the option to provide us with withholding information at the time of your withdrawal request. If you do not provide us with withholding information, we will generally withhold 10% of the taxable distribution amount and remit it to the IRS. For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding according to the then current defaults for marital status and number of exemptions. State and local withholding may apply different defaults and will be determined by applicable law.

Please call (800) 748-6907 with any questions about the required withholding information. Financial professionals may call us at (877) 441-2357.

Tax Withholding for Non-resident Aliens or Non U.S. Persons

Taxable distributions to Contract Owners who are non-resident aliens or other non U.S. persons are generally subject to U.S. federal income tax withholding at a 30% rate, unless a lower treaty rate applies. Prospective foreign owners are advised to consult with a tax advisor regarding the U.S., state and foreign tax treatment of a Contract. Currently, we require all Contract Owners to be a U.S. person (citizen) or a U.S. resident alien.

Exchanges of Non-Qualified Contracts (1035 Exchanges)

You may make your initial or an additional Purchase Payment through an exchange of an existing annuity contract or endowment life insurance contract pursuant to Section 1035 of the Code (a 1035 exchange). The exchange can be effected by completing the Transfer/Exchange form, indicating in the appropriate section of the form that you are making a 1035 exchange and submitting any applicable Regulation 60 paperwork. The form is available by calling your financial professional, by calling our Contract Owner number at (800) 748-6907, or on our website at www.PacificLife.com. Financial professionals can call (877) 441-2357. Once completed, the form should be mailed to us. If you are making an initial Purchase Payment, a completed Contract application should also be attached.

In general terms, Section 1035 of the Code provides that no gain or loss is recognized when you exchange one annuity or life insurance contract for another annuity contract. Transactions under Section 1035, however, may be subject to special rules and may require special procedures and record keeping, particularly if the exchanged annuity contract was issued prior to August 14, 1982. You should consult your tax advisor prior to affecting a 1035 exchange.

Partial 1035 Exchanges and Annuitization

A partial exchange is the direct transfer of only a portion of an existing annuity's Contract Value to a new annuity contract. Under Rev. Proc. 2011-38 a partial exchange will be treated as tax-free under Code Section 1035 if there are no distributions, from either annuity, within 180 calendar days after the partial 1035 exchange. Any distribution taken during the 180 calendar days may jeopardize the tax-free treatment of the partial exchange. Such determination will be made by the IRS, using general tax principals, to determine the substance, and thus the treatment of the transaction. In addition, annuity payments that are based on one or more lives or for a period of 10 or more years (as described in Code Section 72(a)(2)) will not be treated as a distribution from either the old or new contract when determining whether the tax treatment described in Rev. Proc. 2011-38 will apply. Rev. Proc. 2011-38 applies to partial exchanges and partial annuitizations *on or after* October 24, 2011.

You should consult your tax advisor prior to affecting a partial 1035 exchange or a partial annuitization.

Impact of Federal Income Taxes

In general, in the case of Non-Qualified Contracts, if you are an individual and expect to accumulate your Contract Value over a relatively long period of time without making significant withdrawals, there may be federal income tax advantages in purchasing such a Contract. This is because any increase in Contract Value is not subject to current taxation. Income taxes are deferred until the money is withdrawn, at which point taxation occurs only on the gain from the investment in the Contract. With income taxes deferred, you may accumulate more money over the long term through a variable annuity than you may through non-tax-deferred investments. The advantage may be greater if you decide to liquidate your Contract Value in the form of monthly annuity payments after your retirement, or if your tax rate is lower at that time than during the period that you held the Contract, or both.

When withdrawals or distributions are taken from the variable annuity, the gain is taxed as ordinary income. This may be a potential disadvantage because money that had been invested in other types of assets may qualify for a more favorable federal tax rate. For example, the tax rate applicable both to the sale of capital gain assets held more than 1 year and to the receipt of qualifying dividends by individuals is a maximum of 20% (as low as 0% for lower-income individuals). In contrast, an ordinary income tax rate of up to 37% applies to taxable withdrawals on distributions from a variable annuity. Also, withdrawals or distributions taken from a variable annuity prior to attaining age 59½ may be subject to a tax penalty equal to 10% of the taxable portion, although exceptions to the tax penalty may apply.

An owner of a variable annuity cannot deduct or offset losses on transfers to or from Subaccounts, or at the time of any partial withdrawals. Additionally, if you surrender your Contract and your Net Contract Value is less than the aggregate of your investments in the Contract (reduced by any previous non-taxable distributions), you cannot deduct the ordinary income loss as a miscellaneous itemized deduction subject to the 2% floor of AGI. This provision of the 2017 Tax Cuts and Jobs Act is effective for taxable years beginning after December 31, 2017 and sunsets after 2025. Consult with your tax advisor regarding the impact of federal income taxes on your specific situation.

Taxes on Pacific Life & Annuity Company

Although the Separate Account is registered as an investment company, it is not a separate taxpayer for purposes of the Code. The earnings of the Separate Account are taxed as part of our operations. No charge is made against the Separate Account for our federal income taxes (excluding the charge for premium taxes), but we will review, periodically, the question of charges to the Separate Account or your Contract for such taxes. Such a charge may be made in future years for any federal income taxes that would be attributable to the Separate Account or to our operations with respect to your Contract, or attributable, directly or indirectly, to investments in your Contract.

Under current law, we may incur state and local taxes (in addition to premium taxes) in several states. At present, these taxes are not significant and they are not charged against the Contract or the Separate Account. If there is a material change in applicable state or local tax laws, the imposition of any such taxes upon us that are attributable to the Separate Account or to our operations with respect to your Contract may result in a corresponding charge against the Separate Account or your Contract.

Given the uncertainty of future changes in applicable federal, state or local tax laws, we cannot appropriately describe the effect a tax law change may have on taxes that would be attributable to the Separate Account or your Contract.

Qualified Contracts – General Rules

The Contracts are available to a variety of Qualified Plans and IRAs. Tax restrictions and consequences for Contracts under each type of Qualified Plan and IRAs differ from each other and from those for Non-Qualified Contracts. No attempt is made herein to provide more than general information about the use of the Contract with the various types of Qualified Plans and IRAs. Participants under such Qualified Plans, as well as Contract Owners, Annuitants and Beneficiaries, are cautioned that the rights of any person to any benefits under such Qualified Plans may be subject to the terms and conditions of the Plans themselves or limited by applicable law, regardless of the terms and conditions of the Contract issued in connection therewith.

Tax Deferral

It is important to know that Qualified Plans such as 401(k)s, as well as IRAs, are already tax-deferred. Therefore, an annuity contract should be used to fund an IRA or Qualified Plan to benefit from the annuity's features other than tax deferral. Other benefits of using a variable annuity to fund a Qualified Plan or an IRA include the lifetime income options, guaranteed death benefit options and the ability to transfer among Investment Options without sales or withdrawal charges. You should consider if the Contract is a suitable investment if you are investing through a Qualified Plan or IRA.

Taxes Payable

Generally, amounts received from Qualified Contracts are taxed as ordinary income under Section 72, to the extent that they are not treated as a tax free recovery of after-tax contributions (if any). Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, will be treated as ordinary income. Different rules apply for Roth IRAs. Consult your tax advisor before requesting a distribution from a Qualified Contract.

10% Tax Penalty for Early Withdrawals

Generally, distributions from IRAs and Qualified Plans that occur before you attain age 59½ are subject to a 10% tax penalty imposed on the amount of the distribution that is includable in gross income, with certain exceptions. These exceptions include distributions:

- made to a beneficiary after the owner's/participant's death,
- attributable to the owner/participant becoming disabled under Section 72(m)(7),
- that are part of a series of substantially equal periodic payments (also referred to as SEPPs or 72(t) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated beneficiary,
- for certain higher education expenses (IRAs only),
- used to pay for certain health insurance premiums or medical expenses (IRAs only),
- for costs related to the purchase of your first home (IRAs only), and
- (except for IRAs) made to an employee after separation from service if the employee separates from service during or after the calendar year in which he or she attains age 55 (or age 50 in the case of a qualified public safety employee).

Tax Withholding for Qualified Contracts

Distributions from a Contract under a Qualified Plan (not including an individual retirement annuity subject to Code Section 408 or Code Section 408A) to an employee, surviving spouse, or former spouse who is an alternate payee under a qualified domestic relations order, in the form of a lump sum settlement or periodic annuity payments for a fixed period of fewer than 10 years are subject to mandatory income tax withholding of 20% of the taxable amount of the distribution, unless:

- the distributee directs the transfer of such amounts in cash to another Qualified Plan or a traditional IRA, or
- the payment is a minimum distribution required under the Code.

The taxable amount is the amount of the distribution less the amount allocable to after-tax contributions. All other types of taxable distributions are subject to 10% federal withholding unless the distributee elects not to have withholding apply.

For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding according to the then current defaults for marital status and number of exemptions. State and local withholding may apply different defaults and will be determined by applicable law.

IRAs and Other Qualified Contracts with Optional Benefit Riders

As of the date of this Prospectus, there are special considerations for purchases of any optional living or death benefit riders. Treasury Regulations state that Individual Retirement Accounts (IRAs) may generally not invest in life insurance contracts. We believe that these Regulations do not prohibit the living or death benefit riders from being added to your Contract if it is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA. However, the law is unclear and it is possible that a Contract that has living or death

benefit riders and is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA could be disqualified and may result in increased taxes to the Owner.

Similarly, section 401 plans, section 403(b) annuities and IRAs (but not Roth IRAs) can only offer *incidental* death benefits. The IRS could take the position that the enhanced death benefits provided by optional benefit riders are not incidental. In addition, to the extent that the optional benefit riders alter the timing or the amount of the payment of distributions under a Qualified Contract, the riders cannot be paid out in violation of the minimum distribution rules of the Code.

It is our understanding that the charges relating to the optional benefit riders are not subject to current taxation and we will not report them as such. However, Treasury or the IRS may determine that these charges should be treated as partial withdrawals subject to current income taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report the rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with Treasury Regulations or IRS guidance.

Required Minimum Distributions

Treasury Regulations provide that you cannot keep assets in Qualified Plans or IRAs indefinitely. Eventually they are required to be distributed; at that time (the Required Beginning Date (RBD)), Required Minimum Distributions (RMDs) are the amount that must be distributed each year. The information below is for Qualified Contracts held in either a Qualified Plan, or IRA, prior to the annuity start date.

Under Section 401 of the Code (for Qualified Plans) and Section 408 of the Code (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant no later than the Owner/Annuitant's RBD, or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his beneficiary) must begin no later than the RBD.

The RBD for distributions from a Qualified Contract maintained for an IRA under Section 408 of the Code is generally April 1 of the calendar year following the year in which the Owner/Annuitant reaches age 72 (or 70½ if born prior to July 1, 1949). The RBD for a Qualified Contract maintained for a qualified retirement or pension plan under Section 401 of the Code or a Section 403(b) annuity is April 1 of the calendar year following the later of the year in which the Owner/Annuitant reaches age 72 (or 70½ if born prior to July 1, 1949), or, if the plan so provides, the year in which the Owner/Annuitant retires. There is no RBD for a Roth IRA maintained pursuant to Section 408A of the Code.

The Treasury Regulations require that all IRA holders and Qualified Plan Participants (with one exception discussed below) use the Uniform Lifetime Table to calculate their RMDs.

The Uniform Lifetime Table is based on a joint life expectancy and uses the IRA owner's actual age and assumes that the beneficiary is 10 years younger than the IRA owner. Note that under these Regulations, the IRA owner does not need to actually have a named beneficiary when they reach the RBD.

The exception noted above is for an IRA owner who has a spouse, who is more than 10 years younger, as the sole beneficiary on the IRA. In that situation, the spouse's actual age (and life expectancy) will be used in the joint life calculation.

Required Minimum Distributions for Beneficiaries

For Owner/Annuitants who died prior to January 1, 2020, their designated beneficiaries calculate RMDs using the Single Life Table (Table I, Appendix B, Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)). The table provides a life expectancy factor based on the beneficiary's age. The account balance is divided by this life expectancy factor to determine the first RMD. The life expectancy is reduced by one for each subsequent year.

For Owner/Annuitants who die after December 31, 2019, the RMD rules for beneficiaries who inherit an account or IRA are different depending on whether the beneficiary is an "eligible designated beneficiary" or not. An eligible designated beneficiary includes a surviving spouse, a disabled individual, a chronically ill individual, a minor child, or an individual who is not more than 10 years younger than the account owner. Certain trusts created for the exclusive benefit of disabled or chronically ill beneficiaries are included. These eligible designated beneficiaries may take their distributions over the beneficiary's life expectancy. However, minor children must still take remaining distributions within 10 years of reaching age 18. Additionally, a surviving spouse beneficiary may delay commencement of distributions until the later of the end of the year that the Owner/Annuitant would have attained age 72, or the surviving spouse's RBD.

Designated beneficiaries, who are not an eligible designated beneficiary, must withdraw the entire account by the 10th calendar year following the death of the Owner/Annuitant.

Non-designated beneficiaries must withdraw the entire account within 5 years of the Owner/Annuitant's death if distributions have not begun prior to death. For IRA distributions, see Publication 590-B, Distribution from Individual Retirement Arrangements (IRAs).

The CARES Act waived RMDs for 2020. This waiver applies to the Owner/Annuitant, as well as to the Beneficiary of an Inherited IRA. If a Beneficiary was subject to the 5 year rule, he or she can now waive the distribution for 2020, effectively taking distributions over a 6-year period rather than a 5-year period.

Actuarial Value

In accordance with Treasury Regulations, RMDs and Roth IRA conversions may be calculated based on the sum of the contract value and the actuarial value of any additional death benefits and benefits from optional riders that you have purchased under the Contract. As a result, RMDs and taxes due on Roth IRA Conversions may be larger than if the calculation were based on the contract value only, which may in turn result in an earlier (but not before the required beginning date) distribution under the Contract and an increased amount of taxable income distributed to the contract owner, and a reduction of death benefits and the benefits of any optional riders.

RMDs and Annuity Options

For retirement plans that qualify under Section 401 or 408 of the Code, the period elected for receipt of RMDs as annuity payments under Annuity Options 2 and 4 generally may be:

- no longer than the joint life expectancy of the Annuitant and Beneficiary in the year that the Annuitant reaches age 72 (or 70½ if born prior to July 1, 1949), and
- must be shorter than such joint life expectancy if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant.

Under Annuity Option 3, if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant, the 66 2/3% and 100% elections specified below may not be available. The restrictions on options for retirement plans that qualify under Sections 401 and 408 also apply to a retirement plan that qualifies under Code Section 403(b) with respect to amounts that accrued after December 31, 1986.

Annuity payments made on or after January 1st of the year the Owner/Annuity turns 72 (or 70½ if born prior to July 1, 1949) are considered RMDs and are therefore not eligible rollover distributions. The Owner/Annuitant may not request a direct or indirect rollover of any annuity payment made on or after this date.

In order to comply with RMD regulations, some riders or benefits may not be available for your Contract.

Loans

Certain Owners of Qualified Contracts may borrow against their Contracts. Otherwise loans from us are not permitted. You may request a loan from us, using your Contract Value as your only security if yours is a Qualified Contract that is:

- not subject to Title 1 of ERISA,
- issued under Section 403(b) of the Code, and
- issued under a Plan that permits Loans (a "Loan Eligible Plan").

You may have only one loan outstanding at any time. The minimum loan amount is \$1,000. Your Contract Debt at the effective date of your loan may not exceed the *lesser* of:

- 50% of the amount available for withdrawal under this Contract (see **WITHDRAWALS – Optional Withdrawals – Amount Available for Withdrawal**), or
- \$50,000 less your highest outstanding Contract Debt during the 12-month period immediately preceding the effective date of your loan.

If your request for a loan is processed, you will be charged interest on your Contract Debt at a fixed annual rate equal to 5%. The amount held in the Loan Account to secure your loan will earn a return equal to an annual rate of 3%. The net amount of interest you pay on your loan will be 2% annually.

Interest charges accrue on your Contract Debt daily, beginning on the effective date of your loan. Interest earned on the Loan Account Value accrues daily beginning on the calendar day following the effective date of the loan, and those earnings will be transferred once a year to your Investment Options in accordance with your most recent allocation instructions. Your loan, including principal and accrued interest, generally must be repaid in quarterly installments and loan repayments are not considered Purchase Payments. For more information about loans, including the consequences of loans, loan procedures, loan terms and repayment terms, see the SAI.

Taking a loan while an optional living benefit rider is in effect will terminate your Rider. Work with your financial professional before taking a loan.

We may change these loan provisions to reflect changes in the Code or interpretations thereof. **We urge you to consult with a qualified tax advisor prior to effecting any loan transaction under your Contract.**

IRAs and Qualified Plans

The following is only a general discussion about types of IRAs and Qualified Plans for which the Contracts are available. We are not the administrator of any Qualified Plan. The plan administrator and/or custodian, whichever is applicable, (but not us) is responsible for all Plan administrative duties including, but not limited to, notification of distribution options, disbursement of Plan benefits, handling any processing and administration of Qualified Plan loans, compliance regulatory requirements and

federal and state tax reporting of income/distributions from the Plan to Plan participants and, if applicable, Beneficiaries of Plan participants and IRA contributions from Plan participants. Our administrative duties are limited to administration of the Contract and any disbursements of any Contract benefits to the Owner, Annuitant, or Beneficiary of the Contract, as applicable. Our tax reporting responsibility is limited to federal and state tax reporting of income/distributions to the applicable payee and IRA contributions from the Owner of a Contract, as recorded on our books and records. The Qualified Plan (the plan administrator or the custodian) is required to provide us with information regarding individuals with signatory authority on the Contract(s) owned. If you are purchasing a Qualified Contract, you should consult with your plan administrator and/or a qualified tax advisor. You should also consult with a qualified tax advisor and/or plan administrator before you withdraw any portion of your Contract Value.

Individual Retirement Annuities (“IRAs”)

In addition to “traditional” IRAs established under Code Section 408, there are SEP IRAs under Code Section 408(k), Roth IRAs governed by Code Section 408A and SIMPLE IRAs established under Code Section 408(p). Also, Qualified Plans under Section 401 or 403(b) of the Code that include after-tax employee contributions may be treated as deemed IRAs subject to the same rules and limitations as traditional IRAs. Contributions to each of these types of IRAs are subject to differing limitations. The following is a very general description of each type of IRA and other Qualified Plans.

Traditional IRAs

Traditional IRAs are subject to limitations on the amount that may be contributed each year, the persons who may be eligible to contribute, when rollovers are available and when distributions must commence. Depending upon the circumstances of the individual, contributions to a traditional IRA may be made on a deductible or non-deductible basis.

Annual contributions are generally allowed for persons who have compensation (as defined by the Code) of at least the contribution amount. Distributions of minimum amounts specified by the Code and Treasury Regulations must commence by April 1 of the calendar year following the calendar year in which you attain age 72 (or 70½ if born prior to July 1, 1949). Failure to make mandatory minimum distributions may result in imposition of a 50% tax penalty on any difference between the required distribution amount and the amount actually distributed. Additional distribution rules apply after your death.

You (or your surviving spouse if you die) may rollover funds (such as proceeds from existing insurance policies, annuity contracts or securities) from certain existing Qualified Plans into your traditional IRA if those funds are in cash. This will require you to liquidate any value accumulated under the existing Qualified Plan. Mandatory withholding of 20% may apply to any rollover distribution from your existing Qualified Plan if the distribution is not transferred directly to your traditional IRA. To avoid this withholding you may wish to have cash transferred directly from the insurance company or plan trustee to your traditional IRA.

SIMPLE IRAs

The Savings Incentive Match Plan for Employees of Small Employers (“SIMPLE Plan”) is a type of IRA established under Code Section 408(p)(2). Depending upon the SIMPLE Plan, employers may make plan contributions into a SIMPLE IRA established by each participant of the SIMPLE Plan. Like other IRAs, a 10% tax penalty is imposed on certain distributions that occur before an employee attains age 59½. In addition, the tax penalty is increased to 25% for amounts received or rolled to another IRA or Qualified Plan during the 2-year period beginning on the date an employee first participated in a qualified salary reduction arrangement pursuant to a SIMPLE Plan maintained by their employer. Contributions to a SIMPLE IRA will generally include employee salary deferral contributions and employer contributions. Distributions from a SIMPLE IRA may be transferred to another SIMPLE IRA tax free or may be eligible for tax free rollover to a traditional IRA, a 403(b) or other Qualified Plan after the required 2-year period.

SEP-IRAs

A Simplified Employee Pension (SEP) is an employer sponsored retirement plan under which employers are allowed to make contributions toward their employees’ retirement, as well as their own retirement (if the employer is self-employed). A SEP is a type of IRA established under Code Section 408(k). Under a SEP, a separate IRA account called a SEP-IRA is set up by or for each eligible employee and the employer makes the contribution to the account. Like other IRAs, a 10% tax penalty is imposed on certain distributions that occur before an employee attains age 59½.

Roth IRAs

Section 408A of the Code permits eligible individuals to establish a Roth IRA. Contributions to a Roth IRA are not deductible, but withdrawals of amounts contributed and the earnings thereon that meet certain requirements are not subject to federal income tax. In general, Roth IRAs are subject to limitations on the amount that may be contributed and the persons who may be eligible to contribute and are subject to certain required distribution rules on the death of the Contract Owner. Unlike a traditional IRA, Roth IRAs are not subject to minimum required distribution rules during the Contract Owner’s lifetime. Generally, however, the amount remaining in a Roth IRA must be distributed by the end of the fifth year after the death of the Contract Owner/Annuitant or distributed over the life expectancy of the Designated Beneficiary. The owner of a traditional IRA may convert a traditional IRA into a Roth IRA under certain circumstances. The conversion of a traditional IRA to a Roth IRA will subject the amount of the converted traditional IRA to federal income tax. Anyone considering the purchase of a Qualified Contract as a Roth IRA or a “conversion” Roth IRA should consult with a qualified tax advisor.

In accordance with recent changes in laws and regulations, at the time of either a full or partial conversion from a Traditional IRA annuity to a Roth IRA annuity, the determination of the amount to be reported as income will be based on the annuity contract's "fair market value", which will include all front-end loads and other non-recurring charges assessed in the 12 months immediately preceding the conversion, and the actuarial present value of any additional contract benefits.

One IRA Rollover Per Year

Effective January 1, 2015, the IRS will only permit a taxpayer to complete one 60-day indirect IRA-to-IRA rollover per 12 month period. This means that a taxpayer could not make a 60-day indirect IRA-to-IRA rollover if he or she had made such a rollover involving any of the taxpayer's IRAs in the preceding 1-year period. The limit will apply by aggregating all of the individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. This rule does not affect the ability of an IRA owner to transfer funds from one IRA trustee directly to another, because such a transfer is not a rollover (but rather a direct transfer) and therefore, is not subject to the one-rollover-per-year limitation of Code Section 408(d)(3)(B). For additional information, see IRS Announcements 2014-15 and 2014-32. Always confirm with your own tax advisor whether this rule impacts your circumstances.

401(k) Plans; Pension and Profit-Sharing Plans

Qualified Plans may be established by an employer for certain eligible employees under Section 401 of the Code. These plans may be 401(k) plans, profit-sharing plans, or other pension or retirement plans. Contributions to these plans are subject to limitations. Rollover to other eligible plans may be available. Please consult your Qualified Plans Summary Plan description for more information.

Tax Sheltered Annuities ("TSAs")

Employees of certain tax-exempt organizations, such as public schools or hospitals, may defer compensation through an eligible plan under Code Section 403(b). Salary deferral amounts received from employers for these employees are excludable from the employees' gross income (subject to maximum contribution limits). Distributions under these Contracts must comply with certain limitations as to timing, or result in tax penalties. Distributions from amounts contributed to a TSA pursuant to a salary reduction arrangement, may be made from a TSA only upon attaining age 59½, severance from employment, death, disability, or financial hardship. Code Section 403(b) annuity distributions can be rolled over to other Qualified Plans in a manner similar to those permitted by Qualified Plans that are maintained pursuant to Section 401 of the Code.

In accordance with Code Section 403(b) and the regulations, we are required to provide information regarding contributions, loans, withdrawals, and hardship distributions from your Contract to your 403(b) employer or an agent of your 403(b) employer, upon request. In addition, prior to processing your request for certain transactions, we are required to verify certain information about you with your 403(b) employer (or if applicable, former 403(b) employer) which may include obtaining authorization from either your employer or your employer's third party administrator.

ADDITIONAL INFORMATION

Voting Rights

We are the legal owner of the shares of the Portfolios held by the Subaccounts. We may vote on any matter voted on at shareholders' meetings of the Funds. However, our current interpretation of applicable law requires us to vote the number of shares attributable to your Variable Account Value (your "voting interest") in accordance with your directions.

We will pass proxy materials on to you so that you have an opportunity to give us voting instructions for your voting interest. You may provide your instructions by proxy or in person at the shareholders' meeting. If there are shares of a Portfolio held by a Subaccount for which we *do not* receive timely voting instructions, we will vote those shares in the same proportion as all other shares of that Portfolio held by that Subaccount for which we *have* received timely voting instructions. If we do not receive any voting instructions for the shares in a Separate Account, we will vote the shares in that Separate Account in the same proportion as the total votes for all of our separate accounts for which we've received timely instructions. If we hold shares of a Portfolio in our General Account, we will vote such shares in the same proportion as the total votes cast for all of our separate accounts, including Separate Account A. We will vote shares of any Portfolio held by our non-insurance affiliates in the same proportion as the total votes for all separate accounts of ours and our insurance affiliates. As a result of proportional voting, the votes cast by a small number of Contract Owners may determine the outcome of a vote.

We may elect, in the future, to vote shares of the Portfolios held in Separate Account A in our own right if we are permitted to do so through a change in applicable federal securities laws or regulations, or in their interpretation.

The number of Portfolio shares that form the basis for your voting interest is determined as of the record date set by the Board of Trustees of the Fund. It is equal to:

- your Contract Value allocated to the Subaccount corresponding to that Portfolio, divided by
- the net asset value per share of that Portfolio.

Fractional votes will be counted. We reserve the right, if required or permitted by a change in federal regulations or their interpretation, to amend how we calculate your voting interest.

After your Annuity Date, if you have selected a variable annuity, the voting rights under your Contract will continue during the payout period of your annuity, but the number of shares that form the basis for your voting interest, as described above, will decrease throughout the payout period.

Changes to Your Contract

Contract Owner(s)

Transfer of Contract ownership may involve federal income tax and/or gift tax consequences; you should consult a qualified tax advisor before effecting such a transfer. A change to or from joint Contract ownership is considered a transfer of ownership. If your Contract is Non-Qualified, you may change Contract ownership at any time while the Annuitant is living and prior to your Annuity Date. You may name a different Owner or add or remove a Joint Owner. A Contract cannot name more than two Contract Owners at any time. Any newly-named Contract Owners, including Joint Owners, must be under the age of 86 at the time of change or addition. Additionally, further age limitations may apply if the Contract was issued with an optional death benefit rider. The Contract Owner(s) may make all decisions regarding the Contract, including making allocation decisions and exercising voting rights. Transactions under a Contract with Joint Owners require approval from both Owners. In addition, Contract ownership changes may terminate certain optional living benefit riders. See the *Termination* subsection for a particular optional living benefit rider. Work with your financial professional prior to making any ownership changes.

If your Contract is Qualified under Code Section 401, the Qualified Plan must be the sole Owner of the Contract and the ownership cannot be changed unless and until a triggering event has been met under the terms of the Qualified Plan. Upon such event, the ownership can only be changed to the Annuitant. If your Contract is Qualified under Code Sections 408 and 403(b), you must be the sole Owner of the Contract and no changes can be made.

Annuitant and Contingent or Joint Annuitant

Your sole Annuitant cannot be changed, and Joint Annuitants cannot be added or changed, once your Contract is issued. Certain changes may be permitted in connection with Contingent Annuitants. See **ANNUITIZATION – Selecting Your Annuitant**. There may be limited exceptions for certain Qualified Contracts.

Beneficiaries

Your Beneficiary is the person(s) or entity who may receive death benefit proceeds under your Contract before the Annuity Date or any remaining annuity payments after the Annuity Date if the Annuitant or Owner dies. See the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section for additional information regarding death benefit payouts. You may change or remove your Beneficiary or add Beneficiaries at any time prior to the death of the Annuitant or Owner, as applicable. Any change or addition will generally take effect only when we receive all necessary documents, In Proper Form, and we record the change or addition. Any change or addition will not affect any payment made or any other action taken by us before the change or addition was received and recorded. Under our administrative procedures, a signature guarantee and/or other verification of identity or authenticity may be required when processing a claim payable to a Beneficiary.

Spousal consent may be required to change an IRA Beneficiary. If you are considering removing a spouse as a Beneficiary, it is recommended that you consult your legal or tax advisor regarding any applicable state or federal laws prior to requesting the change. If you have named your Beneficiary irrevocably, you will need to obtain that Beneficiary's consent before making any changes. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. If your Contract was issued in connection with a Qualified Plan subject to Title I of ERISA, contact your Plan Administrator for details. We require that Contracts issued under Code Section 401 name the Plan as Beneficiary. If the Plan is unable to set up a trust account for Beneficiary payouts, we will pay the designated Plan Beneficiary under certain conditions. If you leave no surviving Beneficiary or Contingent Beneficiary, your estate will receive any death benefit proceeds under your Contract.

Changes to All Contracts

If, in the judgment of our management, continued investment by Separate Account A in one or more of the Portfolios becomes unsuitable or unavailable, we may seek to alter the Variable Investment Options available under the Contracts. We do not expect that a Portfolio will become unsuitable, but unsuitability issues could arise due to changes in investment policies, market conditions, tax laws, or due to marketing or other reasons.

Alterations of Variable Investment Options may take differing forms. We reserve the right to substitute shares of any Portfolio that were already purchased under any Contract (or shares that were to be purchased in the future under a Contract) with shares of another Portfolio, shares of another investment company or series of another investment company, or another investment vehicle. Required approvals of the SEC and the Superintendent of the New York State Department of Financial Services will be obtained before any such substitutions are effected, and you will be notified of any planned substitution.

We may add new Subaccounts to Separate Account A and any new Subaccounts may invest in Portfolios of a Fund or in other investment vehicles. Availability of any new Subaccounts to existing Contract Owners will be determined at our discretion. We will notify you, and will comply with the filing or other procedures established by the Superintendent of the New York State Department of Financial Services, to the extent required by applicable law. We also reserve the right, after receiving any required regulatory approvals, to do any of the following:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts based on the Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any other of our separate accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

Inquiries and Submitting Forms and Requests

You may reach our service representatives at (800) 748-6907 between the hours of 6:00 a.m. and 5:00 p.m., Pacific time on any Business Day. Financial professionals may call us at (877) 441-2357.

Please send your forms and written requests or questions to our Service Center:

Pacific Life & Annuity Company
P.O. Box 2829
Omaha, Nebraska 68103-2829

If you are submitting a Purchase Payment or other payment by mail, please send it, along with your application if you are submitting one, to our Service Center at the following address:

Pacific Life & Annuity Company
P.O. Box 2736
Omaha, Nebraska 68103-2736

If you are using an overnight delivery service to send payments, please send them to our Service Center at the following address:

Pacific Life & Annuity Company
6750 Mercy Road, RSD
Omaha, Nebraska 68106

The effective date of certain notices or of instructions is determined by the date and time on which we receive the notice or instructions In Proper Form. In those instances when we receive electronic transmission of the information on the application from your financial professional's broker-dealer firm and our administrative procedures with your broker-dealer so provide, we consider the application to be received on the Business Day we receive the transmission. In those instances when information regarding your Purchase Payment is electronically transmitted to us by the broker-dealer, we will consider the Purchase Payment to be received by us on the Business Day we receive the transmission of the information. Please call us if you or your financial professional have any questions regarding which address you should use.

We reserve the right to process any Purchase Payment received at an incorrect address when it is received at either the address indicated in your Contract specification pages or the appropriate address indicated in the Prospectus.

Purchase Payments after your initial Purchase Payment, loan requests, transfer requests, loan repayments and withdrawal requests we receive before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, will be effective at the end of the same Business Day that we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. Generally, whenever you submit any other form, notice or request, your instructions will be effective on the next Business Day after we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. We may also require, among other things, a signature guarantee or other verification of authenticity. We do not generally require a

signature guarantee unless it appears that your signature may have changed over time or the signature does not appear to be yours; or an executed application or confirmation of application, as applicable, In Proper Form is not received by us; or, to protect you or us. Requests regarding death benefit proceeds must be accompanied by both proof of death and instructions regarding payment In Proper Form. You should call your financial professional or us if you have questions regarding the required form of a request.

Telephone and Electronic Transactions

You are automatically entitled to make certain transactions by telephone or, to the extent available, electronically. You may also authorize other people to make certain transaction requests by telephone or, to the extent available, electronically by sending us instructions in writing in a form acceptable to us. We cannot guarantee that you or any other person you authorize will always be able to reach us to complete a telephone or electronic transaction; for example, all telephone lines may be busy or access to our website may be unavailable during certain periods, such as periods of substantial market fluctuations or other drastic economic or market change, or telephones or the Internet may be out of service or unavailable during severe weather conditions or other emergencies. Under these circumstances, you should submit your request in writing (or other form acceptable to us). Transaction instructions we receive by telephone or electronically before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, on any Business Day will usually be effective at the end of that day, and we will provide you confirmation of each telephone or electronic transaction.

We have established procedures reasonably designed to confirm that instructions communicated by telephone or electronically are genuine. These procedures may require any person requesting a telephone or electronic transaction to provide certain personal identification upon our request. We may also record all or part of any telephone conversation with respect to transaction instructions. We reserve the right to deny any transaction request made by telephone or electronically. You are authorizing us to accept and to act upon instructions received by telephone or electronically with respect to your Contract, and you agree that, so long as we comply with our procedures, neither we, any of our affiliates, nor any Fund, or any of their directors, trustees, officers, employees or agents will be liable for any loss, liability, cost or expense (including attorneys' fees) in connection with requests that we believe to be genuine. This policy means that so long as we comply with our procedures, you will bear the risk of loss arising out of the telephone or electronic transaction privileges of your Contract. If a Contract has Joint Owners, each Owner may individually make telephone and/or electronic transaction requests.

The authorization to make transactions by telephone or, to the extent available, electronically, will terminate when we receive notification of your death, and telephone or electronic transactions will no longer be accepted.

Electronic Information Consent

Subject to availability, you may authorize us to provide prospectuses, prospectus supplements, reports, annual statements, statements and immediate confirmations, tax forms, proxy solicitations, privacy notice and other notices and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. You may enroll in this service by so indicating on the application, via our Internet website, or by sending us instructions in writing in a form acceptable to us to receive such documents electronically. Not all contract documentation and notifications may be currently available in electronic format. You will continue to receive paper copies of any documents and notifications not available in electronic format by U.S. mail. For jointly owned contracts, both owners are consenting to receive information electronically. Documents will be available on our Internet website. As documents become available, we will notify you of this by sending you an e-mail message that will include instructions on how to retrieve the document. You must have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it. You may access and print all documents provided through this service.

If you plan on enrolling in this service, or are currently enrolled, please note that:

- There is no charge for electronic delivery, although your Internet provider may charge for Internet access.
- You should provide a current e-mail address and notify us promptly when your e-mail address changes.
- You should update any e-mail filters that may prevent you from receiving e-mail notifications from us.
- You may request a paper copy of the information at any time for no charge, even though you consented to electronic delivery, or if you decide to revoke your consent.
- For jointly owned contracts, all information will be provided to the e-mail address that is provided to us.
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until you revoke it.

If you are currently enrolled in this service, please call (800) 748-6907 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address. You may opt out of electronic delivery at any time.

Timing of Payments and Transactions

For withdrawals, including exchanges under Code Section 1035 and other Qualified transfers, from the Variable Investment Options or for death benefit payments attributable to your Variable Account Value, we will normally send the proceeds within 7 calendar days after your request is effective or after the Notice Date, as the case may be. We will normally effect periodic annuity payments on the

day that corresponds to the Annuity Date and will make payment on the following Business Day. Payments or transfers may be suspended for a longer period under certain extraordinary circumstances. These include: a closing of the New York Stock Exchange other than on a regular holiday or weekend; a trading restriction imposed by the SEC; or an emergency declared by the SEC. Payments (including fixed annuity payments), withdrawals or transfers from the General Account (including any fixed-rate General Account Investment Option) may be delayed for up to six months after the request is effective. See **THE GENERAL ACCOUNT** for more details.

Confirmations, Statements and Other Reports to Contract Owners

Confirmations will be sent out for unscheduled Purchase Payments and transfers, loans, loan repayments, unscheduled partial withdrawals, a full withdrawal and living benefit rider Automatic or Owner Elected Resets/Step-Ups. Periodically, we will send you a statement that provides certain information pertinent to your Contract. These statements disclose Contract Value, Subaccount values, any fixed option values, fees and charges applied to your Contract Value, transactions made and specific Contract data that apply to your Contract. Confirmations of your transactions under the pre-authorized investment program, dollar cost averaging, earnings sweep, portfolio rebalancing, and pre-authorized withdrawal options will appear on your quarterly account statements. Your fourth-quarter statement will contain annual information about your Contract Value and transactions. You may also access these statements online.

If you suspect an error on a confirmation or quarterly statement, you must notify us in writing as soon as possible to ensure proper accounting to your Contract. When you write, tell us your name, contract number and a description of the suspected error. We assume transactions are accurate unless you notify us otherwise within 30 calendar days of receiving the transaction confirmation or, if the transaction is first confirmed on the quarterly statement, within 30 calendar days of receiving the quarterly statement. All transactions are deemed final and may not be changed after the applicable 30 calendar day period.

You will also be sent an annual and semi-annual report (shareholder reports) for the Funds and a list of the securities held in each Portfolio of the Funds, as required by the 1940 Act; or more frequently if required by law.

Contract Owner Mailings. To help reduce expenses, environmental waste and the volume of mail you receive, only one copy of Contract Owner documents (such as the prospectus, supplements, announcements, and each annual and semi-annual report) may be mailed to Contract Owners who share the same household address (Householding). If you are already participating, you may opt out by contacting us. Please allow 30 calendar days for regular delivery to resume. You may also elect to participate in Householding by writing or calling us. The current documents are available on our website any time or an individual copy of any of these documents may be requested – see the last page of this Prospectus for more information.

Cybersecurity

Our business is highly dependent upon the effective operation of our computer systems and those of our business partners. As a result, our business is potentially susceptible to operational and information security risks associated with the technologies, processes and practices designed to protect networks, systems, computers, programs and data from attack, damage or unauthorized access. These risks include, among other things, the theft, loss, misuse, corruption and destruction of data maintained online or digitally, denial of service on websites and other operational disruption, and unauthorized release of confidential customer information. Cyber-attacks affecting us, any third party administrator, the underlying Funds, intermediaries, and other affiliated or third-party service providers may adversely affect us and your Contract Value. For instance, cyber-attacks may interfere with contract transaction processing, including the processing of orders from our website or with the underlying Funds; impact our ability to calculate Accumulated Unit Values, Subaccount Unit Values or an underlying Fund to calculate a net asset value; cause the release and possible destruction of confidential customer or business information; impede order processing; subject us and/or our service providers and intermediaries to regulatory fines and financial losses; and/or cause reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying Funds invest, which may cause the Funds underlying your Contract to lose value. The constant change in technologies and increased sophistication and activities of hackers and others, continue to pose new and significant cybersecurity threats. While measures have been developed that are designed to reduce cybersecurity risks, there can be no guarantee or assurance that we, the underlying Funds, or our service providers will not suffer losses affecting your Contract due to cyber-attacks or information security breaches in the future.

Distribution Arrangements

PSD, a broker-dealer and an affiliate of ours, pays various forms of sales compensation to broker-dealers (including other affiliates) that solicit applications for the Contracts. PSD also may reimburse other expenses associated with the promotion and solicitation of applications for the Contracts.

We offer the Contracts for sale through broker-dealers that have entered into selling agreements with PSD. Broker-dealers sell the Contracts through their financial professionals. PSD pays compensation to broker-dealers for the promotion and sale of the Contracts. The individual financial professional who sells you a Contract typically will receive a portion of the compensation, under the financial professional's own arrangement with his or her broker-dealer. Broker-dealers may generally receive aggregate commissions of up to 5.50% of your aggregate Purchase Payments. Under certain circumstances where PSD pays lower initial commissions, certain broker dealers that solicit applications for Contracts may be paid an ongoing persistency trail commission (sometimes called a residual) which will take into account, among other things, the Account Value and the length of time Purchase Payments have been held under

a Contract. A trail commission is not anticipated to exceed 0.50%, on an annual basis, of the Account Value considered in connection with the trail commission.

We may also provide compensation to broker-dealers for providing ongoing service in relation to Contracts that have already been purchased.

Additional Compensation and Revenue Sharing

To the extent permitted by SEC and FINRA rules and other applicable laws and regulations, selling broker-dealers may receive additional payments in the form of cash, other special compensation or reimbursement of expenses, sometimes called “revenue sharing”. These additional compensation or reimbursement arrangements may include, for example, payments in connection with the firm’s “due diligence” examination of the contracts, payments for providing conferences or seminars, sales or training programs for invited financial professionals and other employees, payments for travel expenses, including lodging, incurred by financial professionals and other employees for such seminars or training programs, seminars for the public, advertising and sales campaigns regarding the Contracts, and payments to assist a firm in connection with its administrative systems, operations and marketing expenses and/or other events or activities sponsored by the firms. Subject to applicable FINRA rules and other applicable laws and regulations, PSD and its affiliates may contribute to, as well as sponsor, various educational programs, sales contests and/or promotions in which participating firms and their salespersons may receive prizes such as merchandise, cash, or other awards. Such additional compensation may give us greater access to financial professionals of the broker-dealers that receive such compensation or may otherwise influence the way that a broker-dealer and financial professional market the Contracts.

These arrangements may not be applicable to all firms, and the terms of such arrangements may differ between firms. We provide additional information on special compensation or reimbursement arrangements involving selling firms and other financial institutions in the Statement of Additional Information, which is available upon request. Any such compensation will not result in any additional direct charge to you by us.

The compensation and other benefits provided by PSD or its affiliates may be more or less than the overall compensation on similar or other products. This may influence your financial professional or broker-dealer to present this Contract over other investment vehicles available in the marketplace. You may ask your financial professional about these differing and divergent interests, how he/she is personally compensated and how his/her broker-dealer is compensated for soliciting applications for the Contract.

Service Arrangements

We have entered into services agreements with certain Funds, or Fund affiliates, which pay us for administrative and other services, including, but not limited to, certain communications and support services. The fees are based on an annual percentage of average daily net assets of certain Fund portfolios purchased by us at Contract Owner’s instructions. Currently, the fees received do not exceed an annual percentage of 0.25% and each Fund (or Fund affiliate) may not pay the same annual percentage (some may pay significantly less). Because we receive such fees, we may be subject to competing interests in making these Funds available as Investment Options under the Contracts.

American Century Services, LLC pays us for each American Century Variable Portfolios, Inc. portfolio (Class II) held by our separate accounts. American Funds Insurance Series pays us for each American Fund Insurance Series (Class 4) held by our separate accounts. BlackRock Distributors, Inc. pays us for each BlackRock Variable Series Funds, Inc. portfolio (Class III) held by our separate accounts. Fidelity Distributors Corporation pays us for each Fidelity® Variable Insurance Products Fund portfolio (Service Class and Service Class 2) held by our separate accounts. First Trust Variable Insurance Trust and First Trust Advisors L.P. pay us for each First Trust Variable Insurance Trust portfolio (Class I) held by our separate accounts. Franklin Templeton Services, LLC pays us for each Franklin Templeton Variable Insurance Products Trust portfolio (Class 2) held by our separate accounts. Invesco Advisers, Inc. and its affiliates pay us for each AIM Variable Insurance Funds (Invesco Variable Insurance Funds) portfolio (Series II) held by our separate accounts. Janus Capital Management LLC, pays us for each Janus Aspen Series portfolio (Service Shares) held by our separate accounts. Lord Abbett Series Fund, Inc. pays us for each Lord Abbett Series Fund, Inc. portfolio (Class VC) held by our separate accounts. Massachusetts Financial Services Company pays us for each MFS Variable Insurance Trust portfolio (Service Class) held by our separate accounts. State Street Global Advisors Funds Distributors, LLC, pays us for each State Street Variable Insurance Series Funds, Inc. portfolio (Class 3) held by our separate accounts. Van Eck Securities Corporation, pays us for each VanEck VIP Trust portfolio (Class S) held by our separate accounts.

Replacement of Life Insurance or Annuities

The term “replacement” has a special meaning in the life insurance industry and is described more fully below. Before you make your purchase decision, we want you to understand how a replacement may impact your existing plan of insurance.

A policy “replacement” occurs when a new policy or contract is purchased and, in connection with the sale, an existing policy or contract is surrendered, lapsed, forfeited, assigned to the replacing insurer, otherwise terminated, or used in a financed purchase. A “financed purchase” occurs when the purchase of a new life insurance policy or annuity contract involves the use of funds obtained from the values of an existing life insurance policy or annuity contract through withdrawal, surrender or loan.

There are circumstances in which replacing your existing life insurance policy or annuity contract can benefit you. As a general rule, however, replacement is not in your best interest. Accordingly, you should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract to determine whether replacement is in your best interest.

Reinstatements

If we are the issuer of a Contract that is being replaced, we will reinstate the original Contract within 60 calendar days of the date of delivery of the replacing contract if the Owner decides to keep the original Contract and:

- we receive notification that the replacing contract has been cancelled, including the date of cancellation, and
- the replacing insurer processes a check and forwards it to us.

The original Contract will be reinstated with its original provisions and the amount of the check will be credited to the Contract on the date that all requirements are received In Proper Form. If any charges or fees were deducted from the Contract Value at the time the Contract was replaced, these charges and fees will be credited to the Contract at the time of the reinstatement. Any charges or fees that were scheduled to be processed between the date that the Contract was replaced and the date we completed the reinstatement will be assessed upon completion of the reinstatement processing.

Financial Statements

PL&A's financial statements and the financial statements of Separate Account A are contained in the Statement of Additional Information.

Rule 12h-7 Representation

In reliance on the exemption provided by Rule 12h-7 of the Securities Exchange Act of 1934 ("34 Act"), we do not intend to file periodic reports as required under the 34 Act.

THE GENERAL ACCOUNT

General Information

All amounts allocated to any fixed option become part of our General Account. We have contracted with Pacific Life to manage our General Account assets, subject to investment policies, objectives, directions, and guidelines established by our Board. You will not share in the investment experience of General Account assets. Unlike the Separate Account, the General Account is subject to liabilities arising from any of our other business. Any guarantees provided for under the contract or through optional riders are backed by our financial strength and claims-paying ability. You must look to the strength of the insurance company with regard to such guarantees. Payments (including fixed annuity payments), withdrawals or transfers from the General Account (including any fixed-rate General Account Investment Option) may be delayed for up to six months after the request is effective.

Because of exemptive and exclusionary provisions, interests in the General Account under the Contract are not registered under the Securities Act of 1933, as amended, and the General Account has not been registered as an investment company under the 1940 Act. Any interest you have in a fixed option is not subject to these Acts. This disclosure is, however, subject to certain provisions of federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

Guarantee Terms

When you allocate any portion of your Purchase Payments or Contract Value to any fixed option, we guarantee you an interest rate (a "Guaranteed Interest Rate") for a specified period of time (a "Guarantee Term"). Guarantee Terms will be offered at our discretion.

Guaranteed Interest Rates for any fixed option may be changed periodically for new allocations. Your allocation will receive the Guaranteed Interest Rate in effect for that fixed option on the effective date of your allocation. All Guaranteed Interest Rates will credit interest daily at a rate that compounds over one year to equal the annual effective rate. The Guaranteed Interest Rate on your fixed option will remain in effect for the Guarantee Term and will never be less than the minimum guaranteed interest rate specified in your Contract.

Withdrawals and Transfers

Prior to the Annuity Date, you may withdraw or transfer amounts from any fixed option to one or more of the other Variable Investment Options. No partial withdrawal or transfer may be made from a fixed option within 30 calendar days of the Contract Date. Currently, we are not requiring the 30-day waiting period on partial withdrawals and transfers, but we reserve the right to require the 30-day waiting period on partial withdrawals and transfers in the future. We will provide at least a 30 calendar day prior notice before we enforce the 30-day waiting period on partial withdrawals and transfers. If your withdrawal leaves you with a Net Contract Value of less than \$1,000, we have the right, at our option, to terminate your Contract and send you the withdrawal proceeds. However, we will not terminate your Contract if you own an optional withdrawal benefit rider and a partial withdrawal reduces the Net Contract Value to an amount less than \$1,000.

Amounts transferred or withdrawn from any fixed option may be delayed, as described under **ADDITIONAL INFORMATION – Timing of Payments and Transactions**. Any amount delayed, so long as it is held under any fixed option, will continue to earn interest at the Guaranteed Interest Rate then in effect until that Guarantee Term has ended, and the minimum guaranteed interest rate specified in your Contract thereafter.

DCA Plus Fixed Option

Before your Annuity Date, you can allocate all or some of your Purchase Payments to the DCA Plus Fixed Option. The initial minimum amount that you may allocate to the DCA Plus Fixed Option is \$5,000. Currently, we are not enforcing the minimum amount you may allocate to the DCA Plus Fixed Option but we reserve the right to enforce the minimum amount in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum amount you may allocate to the DCA Plus Fixed Option. You may not transfer any amount to the DCA Plus Fixed Option from any other Investment Option. All Purchase Payments allocated to the DCA Plus Fixed Option will earn interest at the then current Guaranteed Interest Rate declared by us.

The DCA Plus Fixed Option Value on any Business Day is the DCA Plus Fixed Option Value on the prior Business Day, increased by any additions to the DCA Plus Fixed Option on that Business Day as a result of any:

- interest, plus
- Purchase Payments allocated to the DCA Plus Fixed Option, plus
- any additional amounts allocated to the DCA Plus Fixed Option,

and decreased by any deductions from the DCA Plus Fixed Option on that Business Day as a result of any:

- transfers, including transfers to the Loan Account,
- withdrawals, including any applicable withdrawal charges,
- Premium Based Charges,
- amounts applied to provide an annuity, and
- charges for premium taxes and/or other taxes and annual fees.

The DCA Plus program will automatically terminate at the end of your DCA Plus Guarantee Term, or upon the earliest of:

- the date death benefit proceeds become payable under the Contract,
- the date you transfer the entire amount from the DCA Plus Fixed Option to another Investment Option,
- the date the Contract is terminated, or
- the Annuity Date.

At the end of the DCA Plus program, upon receipt of an additional Purchase Payment that satisfies our minimum allocation requirements, you may request, In Proper Form, a new DCA Plus program.

We reserve the right to change the terms and conditions of the DCA Plus program, but not a DCA Plus program you already have in effect.

Guarantee Terms

Currently, you can choose a Guarantee Term of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. The Business Day that the first Purchase Payment allocation is made to the DCA Plus Fixed Option will begin your Guarantee Term. Monthly transfers will occur on the same Business Day of each month thereafter to the Variable Investment Options that you selected. The amount transferred each month is equal to your DCA Plus Fixed Option Value on that Business Day divided by the remaining number of monthly transfers in the Guarantee Term.

Example: On May 1, you submit a \$10,000 Purchase Payment entirely to the DCA Plus Fixed Option at a then current Guaranteed Interest Rate of 5.00% with a Guarantee Term of 6 months. On June 1, the value of the DCA Plus Fixed Option is \$10,041.52. On June 1, a transfer equal to \$1,673.59 ($\$10,041.52 / 6$) will be made according to your DCA Plus transfer instructions. Your remaining DCA Plus Fixed Option Value after the transfer is \$8,367.94. On July 1, your DCA Plus Fixed Option has now increased to \$8,401.56. We will transfer \$1,680.31 ($\$8,401.56 / 5$) to the Variable Investment Options, leaving a remaining value of \$6,721.25 in the DCA Plus Fixed Option.

During the Guarantee Term, you can allocate all or a part of any additional Purchase Payments to the DCA Plus Fixed Option. Additional allocations must be at least \$250. Each additional allocation will be transferred to the Variable Investment Options you select over the remaining Guarantee Term. Transfers will be made from the DCA Plus Fixed Option Value attributed to the oldest Investment allocation and each subsequent Purchase Payment in the order received.

Example: (using the previous example): On July 15, an additional \$5,000 Purchase Payment is allocated to the DCA Plus Option at a Guaranteed Interest Rate of 4.00%. On August 1, your DCA Plus Fixed Option Value has increased to \$11,758.30. An amount equal to \$2,939.58 ($\$11,758.30 / 4$) is transferred from the DCA Plus Fixed Option to the Variable Investment Options. The remaining DCA Plus Fixed Option Value is \$8,818.73.

Transfers

DCA Plus transfers must be made on a monthly basis to the Variable Investment Options. No transfers to the DCA Plus Fixed Option may be made at any time. You cannot choose to transfer other than monthly. Unless otherwise instructed, any additional Purchase Payment we receive during a Guarantee Term will be allocated to the Investment Options, including the DCA Plus Fixed Option if so indicated, according to your most recent allocation instructions.

If the Owner dies while transfers are being made from the DCA Plus Fixed Option and the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, transfers will continue to be made from the DCA Plus Fixed Option to the selected Variable Investment Options, until the Guarantee Term ends.

DCA Plus Fixed Option interest is compounded annually and credited to your Contract daily. The Guaranteed Interest Rate is credited on a declining balance as money is transferred from the DCA Plus Fixed Option to the selected Variable Investment Options. The equivalent annual rate reflects the amount of interest that will be transferred to selected Variable Investment Options over the entire Guarantee Term divided by the amount originally invested in the DCA Plus Fixed Option.

Example: On May 1, you submit a \$10,000 Purchase Payment entirely to the DCA Plus Fixed Option at a then current Guaranteed Interest Rate of 4.00% with a Guarantee Term of 12 months. Over the entire Guarantee Term, \$216.33 of interest is transferred to the selected Variable Investment Options. The equivalent annual rate will equal 2.16% during the Guarantee Term.

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You can receive a copy of the Pacific Destinations O-Series SAI without charge by calling us at (800) 748-6907 or you can visit our website at www.pacificlife.com to download a copy. Financial professionals may call us at (877) 441-2357.

APPENDIX A:

COREINCOME ADVANTAGE SELECT (SINGLE) AND (JOINT) SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

The examples apply to CoreIncome Advantage Select (Single) and (Joint) unless otherwise noted below.

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 4.5% of Protected Payment Base = \$4,500

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$200,000	\$200,000	\$9,000
Year 2 Contract Anniversary (Prior to Automatic Reset)			\$207,000	\$200,000	\$9,000
Year 2 Contract Anniversary (After Automatic Reset)			\$207,000	\$207,000	\$9,315

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$9,000 (4.5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$9,315 (4.5% × \$207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- A withdrawal lower than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = \$221,490.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$200,000	\$200,000	\$9,000
Year 2 Contract Anniversary (Prior to Automatic Reset)			\$207,000	\$200,000	\$9,000
Year 2 Contract Anniversary (After Automatic Reset)			\$207,000	\$207,000	\$9,315
Activity		\$5,000	\$216,490 (after \$5,000 withdrawal)	\$207,000	\$4,315
Year 3 Contract Anniversary (Prior to Automatic Reset)			\$216,490	\$207,000	\$9,315
Year 3 Contract Anniversary (After Automatic Reset)			\$216,490	\$216,490	\$9,742

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This reset increases the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$9,315 ($4.5\% \times \$207,000$).

Because the \$5,000 withdrawal during Contract Year 2 did not exceed the \$9,315 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (see **balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (see **balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to \$9,742 (4.5% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = \$195,000.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$200,000	\$200,000	\$9,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$9,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$9,315
Activity		\$30,000	\$165,000 (after \$30,000 withdrawal)	\$183,940	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$192,000	\$183,940	\$8,277
Year 3 Contract Anniversary	(After Automatic Reset)		\$192,000	\$192,000	\$8,640

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the \$30,000 withdrawal during **Contract Year 2** exceeds the \$9,315 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount:
 $\$30,000 - \$9,315 = \$20,685$.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $\$20,685 \div (\$195,000 - \$9,315) = 0.1114$ or 11.14%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $\$207,000 - (\$207,000 \times 11.14\%) = \$183,940$.

The Protected Payment Amount immediately after the withdrawal is equal to \$0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 4.5% and then subtracting all of the withdrawals made during that Contract Year: $(4.5\% \times \$207,000) - \$30,000 = -\$20,685$ or \$0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. **(Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset).**

Example #5 – Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 56½ years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = \$221,490.
- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$0
Activity	\$100,000		\$200,000	\$200,000	\$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$0
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$0
Activity		\$25,000	\$196,490 (after \$25,000 withdrawal)	\$182,000	\$0

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$196,490	\$182,000	\$0
Year 3 Contract Anniversary	(After Automatic Reset)		\$196,490	\$196,490	\$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		\$205,000	\$196,490	\$0
Year 4 Contract Anniversary	(After Automatic Reset)		\$205,000	\$205,000	\$9,225

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the \$25,000 withdrawal during **Contract Year 2** exceeds the \$0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of \$25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $\$25,000 \div \$221,490 = 0.1129$ or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount (\$25,000) and (b) the reduction percentage ($\$207,000 \times 11.29\%$) = \$23,370. Since \$25,000 is greater than \$23,370, the new Protected Payment Base is computed by subtracting \$25,000 from the prior Protected Payment Base: $\$207,000 - \$25,000 = \$182,000$.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at \$0 since the Designated Life has not reached age 59½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to \$9,225 ($4.5\% \times \$205,000$) since the Designated Life reached age 59½.

Example #6 – Death Benefit Amount Adjustment for a Withdrawal That Does Not Exceed the Protected Payment Amount.

This example shows how the aggregate Purchase Payments under the Death Benefit Amount is adjusted for a withdrawal that does not exceed the Protected Payment Amount. This table assumes that the Protected Payment Amount is \$4,500 prior to the withdrawal. Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500
Year 2 Contract Anniversary			\$80,000	\$100,000	\$4,500
Activity		\$3,000	\$77,000	\$97,000	\$1,500

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

Because the \$3,000 withdrawal in Contract Year 2 was less than the Protected Payment Amount, the aggregate Purchase Payments are reduced by the \$3,000 withdrawal to \$97,000.

If death were to occur at this point, the Death Benefit Amount would be \$97,000 since the aggregate Purchase Payments (\$97,000) are greater than the Contract Value (\$77,000).

Example #7 – Death Benefit Amount Adjustment for a Withdrawal That Exceeds the Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Protected Payment Amount prior to withdrawal in year 2 = \$4,500
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500
Year 2 Contract Anniversary			\$80,000	\$100,000	\$4,500
Activity		\$10,000	\$70,000	\$88,548	\$0

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

As the withdrawal during Contract Year 2 exceeded the Protected Payment Amount immediately prior to the withdrawal (\$4,500), the aggregate Purchase Payments under the Death Benefit Amount (“aggregate Purchase Payments”) are reduced to \$88,548. The reduction in the aggregate Purchase Payments is calculated as follows:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount (prior to the withdrawal). Numerically, the excess withdrawal amount is \$5,500 (total withdrawal amount - Protected Payment Amount; \$10,000 - \$4,500 = \$5,500).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value - Protected Payment Amount). Numerically, the ratio is 7.28% ($\$5,500 / (\$80,000 - \$4,500)$; $\$5,500 / \$75,500 = 0.0728$ or 7.28%).

Third, determine the new aggregate Purchase Payments amount. The aggregate Purchase Payments amount (prior to the withdrawal) less the Protected Payment Amount (prior to the withdrawal) is multiplied by 1 less the ratio determined above. Numerically, the new aggregate Purchase Payments amount is \$88,548 (aggregate Purchase Payments - Protected Payment Amount x (1 - ratio); $(\$100,000 - \$4,500) \times (1 - 7.28\%)$; $\$95,500 \times 92.72\% = \$88,548$).

If death were to occur at this point, the Death Benefit Amount would be \$88,548 since the aggregate Purchase Payments (\$88,548) are greater than the Contract Value (\$70,000).

Example #8 – Death Benefit Amount Adjustment for an Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Every Owner and Annuitant (youngest Designated Life for Joint) is 56½ years old.
- Protected Payment Amount prior to withdrawal in year 2 = \$0
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$0
Year 2 Contract Anniversary			\$80,000	\$100,000	\$0
Activity		\$4,500	\$75,500	\$94,370	\$0

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

As the withdrawal during Contract Year 2 exceeded the Protected Payment Amount immediately prior to the withdrawal (\$0), the aggregate Purchase Payments under the Death Benefit Amount (“aggregate Purchase Payments”) are reduced to \$94,370. The reduction in the aggregate Purchase Payments is calculated as follows:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount (\$4,500) because the withdrawal occurred before age 59½ (Protected Payment Amount is \$0).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by the Contract Value. Numerically, the ratio is 5.63% ($\$4,500 / \$80,000 = 0.0563$ or 5.63%).

Third, determine the new aggregate Purchase Payments amount. The aggregate Purchase Payments amount (prior to the withdrawal) is multiplied by 1 less the ratio determined above. Numerically, the new aggregate Purchase Payments amount is \$94,370 (aggregate Purchase Payments x (1 - ratio); $\$100,000 \times (1 - 5.63\%)$; $\$100,000 \times 94.37\% = \$94,370$).

If death were to occur at this point, the Death Benefit Amount would be \$94,370 since the aggregate Purchase Payments (\$94,370) are greater than the Contract Value (\$75,500).

Example #9 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is \$7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				\$100,000	\$4,500
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$2,625
05/01/2007 Contract Anniversary				\$100,000	\$4,500
06/15/2007	\$1,875			\$100,000	\$2,625
09/15/2007	\$1,875			\$100,000	\$750
12/15/2007	\$1,875			\$100,000	\$0
01/01/2008			\$8,000		
03/15/2008	\$2,000			\$100,000	\$0
05/01/2008 Contract Anniversary				\$100,000	\$4,500

Since the RMD Amount for 2008 increases to \$8,000, the quarterly withdrawals of the RMD Amount increase to \$2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			\$0	\$100,000	\$4,500
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$2,625
04/01/2007		\$2,000		\$100,000	\$625
05/01/2007 Contract Anniversary				\$100,000	\$4,500
06/15/2007	\$1,875			\$100,000	\$2,625
09/15/2007	\$1,875			\$100,000	\$750
11/15/2007		\$4,000		\$96,360	\$0

On 3/15/07 there was an RMD Withdrawal of \$1,875 and on 4/1/07 a non-RMD Withdrawal of \$2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of \$4,500 there was no adjustment

to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (4.5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal (\$4,000) that caused the cumulative withdrawals during the Contract Year (\$7,750) to exceed the Protected Payment Amount (\$4,500). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal (\$750), and assuming the Contract Value was \$90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to \$96,360.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = \$90,000
- Protected Payment Base = \$100,000
- Protected Payment Amount = \$750

A withdrawal of \$4,000 was taken, which exceeds the Protected Payment Amount of \$750. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$3,250 (total withdrawal amount Protected Payment Amount; $\$4,000 - \$750 = \$3,250$).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.64% ($\$3,250 \div (\$90,000 - \$750)$; $\$3,250 \div \$89,250 = 0.0364$ or 3.64%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$96,360 (Protected Payment Base (1 – ratio); $\$100,000 \times (1 - 3.64\%)$; $\$100,000 \times 96.36\% = \$96,360$).

Example #10 – Lifetime Income.

This example applies to CoreIncome Advantage Select (Single) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4.5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- Death occurred during Contract Year 26 after the \$4,500 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$4,500	\$96,489	\$100,000	\$4,500
2	\$4,500	\$92,410	\$100,000	\$4,500
3	\$4,500	\$88,543	\$100,000	\$4,500
4	\$4,500	\$84,627	\$100,000	\$4,500
5	\$4,500	\$80,662	\$100,000	\$4,500
6	\$4,500	\$76,648	\$100,000	\$4,500
7	\$4,500	\$72,583	\$100,000	\$4,500
8	\$4,500	\$68,467	\$100,000	\$4,500
9	\$4,500	\$64,299	\$100,000	\$4,500
10	\$4,500	\$60,078	\$100,000	\$4,500
11	\$4,500	\$55,805	\$100,000	\$4,500

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
12	\$4,500	\$51,478	\$100,000	\$4,500
13	\$4,500	\$47,096	\$100,000	\$4,500
14	\$4,500	\$42,660	\$100,000	\$4,500
15	\$4,500	\$38,168	\$100,000	\$4,500
16	\$4,500	\$33,619	\$100,000	\$4,500
17	\$4,500	\$29,013	\$100,000	\$4,500
18	\$4,500	\$24,349	\$100,000	\$4,500
19	\$4,500	\$19,626	\$100,000	\$4,500
20	\$4,500	\$14,844	\$100,000	\$4,500
21	\$4,500	\$10,002	\$100,000	\$4,500
22	\$4,500	\$5,099	\$100,000	\$4,500
23	\$4,500	\$0	\$100,000	\$4,500
24	\$4,500	\$0	\$100,000	\$4,500
25	\$4,500	\$0	\$100,000	\$4,500
26	\$4,500	\$0	\$100,000	\$4,500

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 4.5% of Protected Payment Base = \$4,500

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$4,500), the Protected Payment Base remains unchanged.

Withdrawals of 4.5% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of an Owner or the date of death of the sole surviving Annuitant (death of any Annuitant for Non-Natural Owners), whichever occurs first.

Example #11 – Lifetime Income.

This example applies to CoreIncome Advantage Select (Joint) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4.5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continues Contract upon the death of the first Designated Life.
- Surviving Spouse died during Contract Year 26 after the \$4,500 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$4,500	\$96,489	\$100,000	\$4,500
2	\$4,500	\$92,410	\$100,000	\$4,500

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
3	\$4,500	\$88,543	\$100,000	\$4,500
4	\$4,500	\$84,627	\$100,000	\$4,500
5	\$4,500	\$80,662	\$100,000	\$4,500
6	\$4,500	\$76,648	\$100,000	\$4,500
7	\$4,500	\$72,583	\$100,000	\$4,500
8	\$4,500	\$68,467	\$100,000	\$4,500
9	\$4,500	\$64,299	\$100,000	\$4,500
10	\$4,500	\$60,078	\$100,000	\$4,500
11	\$4,500	\$55,805	\$100,000	\$4,500
12	\$4,500	\$51,478	\$100,000	\$4,500
13	\$4,500	\$47,096	\$100,000	\$4,500
Activity (Death of first Designated Life) 14	\$4,500	\$42,660	\$100,000	\$4,500
15	\$4,500	\$38,168	\$100,000	\$4,500
16	\$4,500	\$33,619	\$100,000	\$4,500
17	\$4,500	\$29,013	\$100,000	\$4,500
18	\$4,500	\$24,349	\$100,000	\$4,500
19	\$4,500	\$19,626	\$100,000	\$4,500
20	\$4,500	\$14,844	\$100,000	\$4,500
21	\$4,500	\$10,002	\$100,000	\$4,500
22	\$4,500	\$5,099	\$100,000	\$4,500
23	\$4,500	\$0	\$100,000	\$4,500
24	\$4,500	\$0	\$100,000	\$4,500
25	\$4,500	\$0	\$100,000	\$4,500
26	\$4,500	\$0	\$100,000	\$4,500

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 4.5% of Protected Payment Base = \$4,500

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$4,500), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (4.5% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

APPENDIX B:

DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT II SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the death benefit amount under the Contract and the optional Stepped-Up Death Benefit II and to demonstrate how Purchase Payments and withdrawals made from the Contract may affect the values and benefits. There may be minor differences in the calculations due to rounding. **These examples are not intended to reflect what your actual death benefit proceeds will be or serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

THE EXAMPLES BELOW ASSUME NO OWNER CHANGE OR AN OWNER CHANGE TO THE PREVIOUS OWNER'S SPOUSE

Death Benefit Amount

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of \$25,000 is received in Contract Year 3.
- A withdrawal of \$35,000 is taken during Contract Year 6.
- A withdrawal of \$10,000 is taken during Contract Year 11.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Total Adjusted Purchase Payments ¹
1	\$100,000		\$100,000	\$100,000
2			\$103,000	\$100,000
3			\$106,090	\$100,000
Activity	\$25,000		\$133,468	\$125,000
4			\$134,458	\$125,000
5			\$138,492	\$125,000
6			\$142,647	\$125,000
Activity		\$35,000	\$110,844	\$95,000
7			\$111,666	\$95,000
8			\$103,850	\$95,000
9			\$96,580	\$95,000
10			\$89,820	\$95,000
11			\$83,530	\$95,000
Activity		\$10,000	\$73,530	\$83,629
12			\$68,383	\$83,629
13			\$63,596	\$83,629
14 Death Occurs			\$59,144	\$83,629

¹The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Total Adjusted Purchase Payment = Initial Purchase Payment = \$100,000
- Contract Value = Initial Purchase Payment = \$100,000

During Contract Year 3, an additional Purchase Payment of \$25,000 was made. The Total Adjusted Purchase Payment amount increased to \$125,000. The Contract Value increased to \$133,468.

During Contract Year 6, a withdrawal of \$35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to \$95,000 and decreased the Contract Value to \$110,844. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$145,844, which equals the \$110,844 Contract Value after the withdrawal plus the \$35,000 withdrawal amount). Numerically, the percentage is 24.00% ($\$35,000 \div \$145,844 = 0.2400$ or 24.00%).

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is \$95,000 (Total Adjusted Purchase Payment amount prior to the withdrawal $\times (1 - \text{Pro Rata Reduction})$; $\$125,000 \times (1 - 24.00\%)$; $\$125,000 \times 76.00\% = \$95,000$).

During Contract Year 11, a withdrawal of \$10,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to \$83,629 and decreased the Contract Value to \$73,530. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$83,530, which equals the \$73,530 Contract Value after the withdrawal plus the \$10,000 withdrawal amount). Numerically, the percentage is 11.97% ($\$10,000 \div \$83,530 = 0.1197$ or 11.97%).

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is \$83,629 (Total Adjusted Purchase Payment prior to the withdrawal $\times (1 - \text{Pro Rata Reduction})$; $\$95,000 \times (1 - 11.97\%)$; $\$95,000 \times 88.03\% = \$83,629$).

During Contract Year 14, death occurs. The Death Benefit Amount will be the Total Adjusted Purchase Payments (\$83,629) because that amount is greater than the Contract Value (\$59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount would be the Contract Value (\$111,666) because that amount is greater than the Total Adjusted Purchase Payment of \$95,000.

Stepped-Up Death Benefit II

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of \$25,000 is received in Contract Year 3.
- A withdrawal of \$35,000 is taken during Contract Year 6.
- Annual Step-Ups occur on each of the first 7 Contract Anniversaries.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Total Adjusted Purchase Payments ¹	Guaranteed Minimum (Stepped-Up) Death Benefit Amount
1	\$100,000		\$100,000	\$100,000	\$100,000
2			\$103,000	\$100,000	\$103,000
3			\$106,090	\$100,000	\$106,090
Activity	\$25,000		\$133,468	\$125,000	\$131,090
4			\$134,458	\$125,000	\$134,458
5			\$138,492	\$125,000	\$138,492
6			\$142,647	\$125,000	\$142,647
Activity		\$35,000	\$110,844	\$95,000	\$108,412
7			\$111,666	\$95,000	\$111,666
8			\$103,850	\$95,000	\$111,666

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Total Adjusted Purchase Payments ¹	Guaranteed Minimum (Stepped-Up) Death Benefit Amount
9			\$96,580	\$95,000	\$111,666
Death Occurs			\$89,820	\$95,000	\$111,666

¹ The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Total Adjusted Purchase Payment = Initial Purchase Payment = \$100,000
- Guaranteed Minimum (Stepped-Up) Death Benefit Amount = Initial Purchase Payment = \$100,000
- Contract Value = Initial Purchase Payment = \$100,000

During Contract Year 3, an additional Purchase Payment of \$25,000 was made. This results in an increase in the Total Adjusted Purchase Payment amount to \$125,000. The Contract Value increased to \$133,468 and the Guaranteed Minimum (Stepped-Up) Death Benefit Amount increased to \$131,090.

During Contract Year 6, a withdrawal of \$35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to \$95,000 and decreased the Contract Value to \$110,844. In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit Amount was reduced on a pro rata basis to \$108,412. Numerically, the new Total Adjusted Purchase Payment and Guaranteed Minimum (Stepped-Up) Death Benefit Amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$145,844, which equals the \$110,844 Contract Value after the withdrawal plus the \$35,000 withdrawal amount). Numerically, the percentage is 24.00% ($\$35,000 \div \$145,844 = 0.2400$ or 24.00%).

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is \$95,000 (Total Adjusted Purchase Payment amount prior to the withdrawal \times (1 – Pro Rata Reduction); $\$125,000 \times (1 - 24.00\%)$; $\$125,000 \times 76.00\% = \$95,000$).

Third, determine the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount is \$108,412 (Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal \times (1 – Pro Rata Reduction); $\$142,647 \times (1 - 24.00\%)$; $\$142,647 \times 76.00\% = \$108,412$).

During Contract Year 9, death occurs. The death benefit proceeds are the greater of the Death Benefit Amount (Contract Value or Total Adjusted Purchase Payments) or the Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Death Benefit Amount is \$95,000 because the Total Adjusted Purchase Payment Amount (\$95,000) is greater than the Contract Value (\$89,820). The death benefit proceeds are equal to the Guaranteed Minimum (Stepped-Up) Death Benefit Amount of \$111,666 because it is greater than the Death Benefit Amount (Total Adjusted Purchase Payments of \$95,000).

THE EXAMPLES BELOW ASSUME OWNER CHANGE TO SOMEONE OTHER THAN PREVIOUS OWNER'S SPOUSE, TO A TRUST OR NON-NATURAL ENTITY WHERE THE OWNER AND ANNUITANT ARE NOT THE SAME PERSON PRIOR TO THE CHANGE OR IF AN OWNER IS ADDED THAT IS NOT A SPOUSE OF THE OWNER

Death Benefit Amount

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of \$25,000 is received in Contract Year 3.
- A withdrawal of \$35,000 is taken during Contract Year 6.
- Owner change to someone other than previous Owner's Spouse during Contract Year 8.
- A withdrawal of \$10,000 is taken during Contract Year 11.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Total Adjusted Purchase Payments ¹
1	\$100,000		\$100,000	\$100,000
2			\$103,000	\$100,000
3			\$106,090	\$100,000
Activity	\$25,000		\$133,468	\$125,000
4			\$134,458	\$125,000
5			\$138,492	\$125,000
6			\$142,647	\$125,000
Activity		\$35,000	\$110,844	\$95,000
7			\$111,666	\$95,000
8			\$103,850	\$95,000
Owner Change			\$100,735	\$95,000
9			\$96,580	\$95,000
10			\$89,820	\$95,000
11			\$83,530	\$95,000
Activity		\$10,000	\$73,530	\$83,629
12			\$68,383	\$83,629
13			\$63,596	\$83,629
14 Death Occurs			\$59,144	\$83,629

¹The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Total Adjusted Purchase Payment = Initial Purchase Payment = \$100,000
- Contract Value = Initial Purchase Payment = \$100,000

During Contract Year 3, an additional Purchase Payment of \$25,000 was made. The Total Adjusted Purchase Payment amount increased to \$125,000. The Contract Value increased to \$133,468.

During Contract Year 6, a withdrawal of \$35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to \$95,000 and decreased the Contract Value to \$110,844. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$145,844, which equals the \$110,844 Contract Value after the withdrawal plus the \$35,000 withdrawal amount). Numerically, the percentage is 24.00% ($\$35,000 \div \$145,844 = 0.2400$ or 24.00%).

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is \$95,000 (Total Adjusted Purchase Payment amount prior to the withdrawal $\times (1 - \text{Pro Rata Reduction})$; $\$125,000 \times (1 - 24.00\%)$; $\$125,000 \times 76.00\% = \$95,000$).

During Contract Year 8, an Owner change to someone other than the previous Owner's spouse occurred. The Total Adjusted Purchase Payments on the effective date of the Owner change (the "Change Date") will be reset to equal the lesser of the Contract Value as of the Change Date or the Total Adjusted Purchase Payments as of the Change Date. Numerically, the Total Adjusted Purchase Payments amount will be \$95,000 since the Total Adjusted Purchase Payments as of the Change Date (\$95,000) is less than the Contract Value as of the Change Date (\$100,735).

After the Change Date, the Total Adjusted Purchase Payments will be increased by any Purchase Payments made after the Change Date and will be reduced by any Pro Rata Reduction for withdrawals made after the Change Date.

During Contract Year 11, a withdrawal of \$10,000 was made. This withdrawal reduced the Total Adjusted Purchase Payments amount on a pro rata basis to \$83,629 and decreased the Contract Value to \$73,530. Numerically, the new Total Adjusted Purchase Payments amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$83,530, which equals the \$73,530 Contract Value after the withdrawal plus the \$10,000 withdrawal amount). Numerically, the percentage is 11.97% ($\$10,000 \div \$83,530 = 0.1197$ or 11.97%).

Second, determine the new Total Adjusted Purchase Payments amount. The Total Adjusted Purchase Payments amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payments amount is \$83,629 (Total Adjusted Purchase Payments amount prior to the withdrawal $\times (1 - \text{Pro Rata Reduction})$; $\$95,000 \times (1 - 11.97\%)$; $\$95,000 \times 88.03\% = \$83,629$).

During Contract Year 14, death occurs. The Death Benefit Amount will be the Total Adjusted Purchase Payments (\$83,629) because that amount is greater than the Contract Value (\$59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount would be the Contract Value (\$111,666) because that amount is greater than the Total Adjusted Purchase Payment of \$95,000.

Stepped-Up Death Benefit II

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of \$25,000 is received in Contract Year 3.
- Owner change to someone other than previous Owner's Spouse during Contract Year 5.
- A withdrawal of \$35,000 is taken during Contract Year 6.
- Annual Step-Ups occur on each of the first 7 Contract Anniversaries.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Total Adjusted Purchase Payments ¹	Guaranteed Minimum (Stepped-Up) Death Benefit Amount
1	\$100,000		\$100,000	\$100,000	\$100,000
2			\$103,000	\$100,000	\$103,000
3			\$106,090	\$100,000	\$106,090
Activity	\$25,000		\$133,468	\$125,000	\$131,090
4			\$134,458	\$125,000	\$134,458
5			\$138,492	\$125,000	\$138,492

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Total Adjusted Purchase Payments ¹	Guaranteed Minimum (Stepped-Up) Death Benefit Amount
Owner Change			\$140,569	\$125,000	\$125,000
6			\$142,647	\$125,000	\$142,647
Activity		\$35,000	\$110,844	\$95,000	\$108,412
7			\$111,666	\$95,000	\$111,666
8			\$103,850	\$95,000	\$111,666
9			\$96,580	\$95,000	\$111,666
Death Occurs			\$89,820	\$95,000	\$111,666

¹ The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Total Adjusted Purchase Payment = Initial Purchase Payment = \$100,000
- Guaranteed Minimum (Stepped-Up) Death Benefit Amount = Initial Purchase Payment = \$100,000
- Contract Value = Initial Purchase Payment = \$100,000

During Contract Year 3, an additional Purchase Payment of \$25,000 was made. This results in an increase in the Total Adjusted Purchase Payment amount to \$125,000. The Contract Value increased to \$133,468 and the Guaranteed Minimum (Stepped-Up) Death Benefit Amount increased to \$131,090.

During Contract Year 5, an Owner change to someone other than the previous Owner's spouse occurred. The Total Adjusted Purchase Payments on the effective date of the Owner change (the "Change Date") will be reset to equal the lesser of the Contract Value as of the Change Date or the Total Adjusted Purchase Payments as of the Change Date. Numerically, the Total Adjusted Purchase Payments amount will be \$125,000 since the Total Adjusted Purchase Payments as of the Change Date (\$125,000) is less than the Contract Value as of the Change Date (\$140,569). In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit Amount will be reset to equal the Total Adjusted Purchase Payments amount (\$125,000) as of the Change Date.

During Contract Year 6, a withdrawal of \$35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payments amount on a pro rata basis to \$95,000 and decreased the Contract Value to \$110,844. In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit Amount was reduced on a pro rata basis to \$108,412. Numerically, the new Total Adjusted Purchase Payments amount and Guaranteed Minimum (Stepped-Up) Death Benefit Amount are calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$145,844, which equals the \$110,844 Contract Value after the withdrawal plus the \$35,000 withdrawal amount). Numerically, the percentage is 24.00% ($\$35,000 \div \$145,844 = 0.2400$ or 24.00%)

Second, determine the new Total Adjusted Purchase Payments amount. The Total Adjusted Purchase Payments amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payments amount is \$95,000 (Total Adjusted Purchase Payments amount prior to the withdrawal $\times (1 - \text{Pro Rata Reduction})$; $\$125,000 \times (1 - 24.00\%)$; $\$125,000 \times 76.00\% = \$95,000$).

Third, determine the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount is \$108,412 (Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal $\times (1 - \text{Pro Rata Reduction})$; $\$142,647 \times (1 - 24.00\%)$; $\$142,647 \times 76.00\% = \$108,412$).

During Contract Year 9, death occurs. The death benefit proceeds are the greater of the Death Benefit Amount (Contract Value or Total Adjusted Purchase Payments) or the Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Death Benefit Amount is \$95,000 because the Total Adjusted Purchase Payments (\$95,000) is greater than the Contract Value (\$89,820). The death benefit proceeds are equal to the Guaranteed Minimum (Stepped-Up) Death Benefit Amount of \$111,666 because it is greater than the Death Benefit Amount (Total Adjusted Purchase Payments of \$95,000).

APPENDIX C:

DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the death benefit amount under the Contract and the optional Stepped-Up Death Benefit and to demonstrate how Purchase Payments and withdrawals made from the Contract may affect the values and benefits. There may be minor differences in the calculations due to rounding. **These examples are not intended to reflect what your actual death benefit proceeds will be or serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Death Benefit Amount

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of \$25,000 is received in Contract Year 3.
- A withdrawal of \$35,000 is taken during Contract Year 6.
- A withdrawal of \$10,000 is taken during Contract Year 11.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Return of Purchase Payments ¹
1	\$100,000		\$100,000	\$100,000
2			\$103,000	\$100,000
3			\$106,090	\$100,000
Activity	\$25,000		\$133,468	\$125,000
4			\$134,458	\$125,000
5			\$138,492	\$125,000
6			\$142,647	\$125,000
Activity		\$35,000	\$110,844	\$95,000
7			\$111,666	\$95,000
8			\$103,850	\$95,000
9			\$96,580	\$95,000
10			\$89,820	\$95,000
11			\$83,530	\$95,000
Activity		\$10,000	\$73,530	\$83,629
12			\$68,383	\$83,629
13			\$63,596	\$83,629
14 Death Occurs			\$59,144	\$83,629

¹The greater of the Contract Value or the adjusted Return of Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Return of Purchase Payment = Initial Purchase Payment = \$100,000
- Contract Value = Initial Purchase Payment = \$100,000

During Contract Year 3, an additional Purchase Payment of \$25,000 was made. The Return of Purchase Payment amount increased to \$125,000. The Contract Value increased to \$133,468.

During Contract Year 6, a withdrawal of \$35,000 was made. This withdrawal reduced the Return of Purchase Payment amount on a pro rata basis to \$95,000 and decreased the Contract Value to \$110,844. Numerically, the new Return of Purchase Payment amount is calculated as follows:

First, determine the ratio for the proportionate reduction. The ratio is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$145,844, which equals the \$110,844 Contract Value after the withdrawal plus the \$35,000 withdrawal amount). Numerically, the ratio is 24.00% ($\$35,000 \div \$145,844 = 0.2400$ or 24.00%).

Second, determine the new Return of Purchase Payment amount. The Return of Purchase Payment amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Return of Purchase Payment amount is \$95,000 (Return of Purchase Payment amount prior to the withdrawal $\times (1 - \text{ratio})$; $\$125,000 \times (1 - 24.00\%)$; $\$125,000 \times 76.00\% = \$95,000$).

During Contract Year 11, a withdrawal of \$10,000 was made. This withdrawal reduced the Return of Purchase Payment amount on a pro rata basis to \$83,629 and decreased the Contract Value to \$73,530. Numerically, the new Return of Purchase Payment amount is calculated as follows:

First, determine the ratio for the proportionate reduction. The ratio is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$83,530, which equals the \$73,530 Contract Value after the withdrawal plus the \$10,000 withdrawal amount). Numerically, the ratio is 11.97% ($\$10,000 \div \$83,530 = 0.1197$ or 11.97%).

Second, determine the new Return of Purchase Payment amount. The Return of Purchase Payment amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Return of Purchase Payment amount is \$83,629 (Return of Purchase Payment prior to the withdrawal $\times (1 - \text{ratio})$; $\$95,000 \times (1 - 11.97\%)$; $\$95,000 \times 88.03\% = \$83,629$).

During Contract Year 14, death occurs. The Death Benefit Amount will be the Return of Purchase Payments reduced by an amount for each withdrawal (\$83,629) because that amount is greater than the Contract Value (\$59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount would be the Contract Value (\$111,666) because that amount is greater than the Return of Purchase Payment (reduced by an amount for withdrawals) of \$95,000.

Stepped-Up Death Benefit

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of \$25,000 is received in Contract Year 3.
- A withdrawal of \$35,000 is taken during Contract Year 6.
- Annual Step-Ups occur on each of the first 7 Contract Anniversaries.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value ¹	Return of Purchase Payments ¹	Guaranteed Minimum (Stepped-Up) Death Benefit Amount
1	\$100,000		\$100,000	\$100,000	\$100,000
2			\$103,000	\$100,000	\$103,000
3			\$106,090	\$100,000	\$106,090
Activity	\$25,000		\$133,468	\$125,000	\$131,090
4			\$134,458	\$125,000	\$134,458
5			\$138,492	\$125,000	\$138,492
6			\$142,647	\$125,000	\$142,647
Activity		\$35,000	\$110,844	\$95,000	\$108,412
7			\$111,666	\$95,000	\$111,666
8			\$103,850	\$95,000	\$111,666
9			\$96,580	\$95,000	\$111,666
Death Occurs			\$89,820	\$95,000	\$111,666

¹ The greater of the Contract Value or the adjusted Return of Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Return of Purchase Payment = Initial Purchase Payment = \$100,000
- Guaranteed Minimum (Stepped-Up) Death Benefit Amount = Initial Purchase Payment = \$100,000

- Contract Value = Initial Purchase Payment = \$100,000

During Contract Year 3, an additional Purchase Payment of \$25,000 was made. This results in an increase in the Return of Purchase Payment amount to \$125,000. The Contract Value increased to \$133,468 and the Guaranteed Minimum (Stepped-Up) Death Benefit Amount increased to \$131,090.

During Contract Year 6, a withdrawal of \$35,000 was made. This withdrawal reduced the Return of Purchase Payment amount on a pro rata basis to \$95,000 and decreased the Contract Value to \$110,844. In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit Amount was reduced on a pro rata basis to \$108,412. Numerically, the new Return of Purchase Payment and Guaranteed Minimum (Stepped-Up) Death Benefit Amount is calculated as follows:

First, determine the ratio for the proportionate reduction. The ratio is the withdrawal amount divided by the Contract Value prior to the withdrawal (\$145,844, which equals the \$110,844 Contract Value after the withdrawal plus the \$35,000 withdrawal amount). Numerically, the ratio is 24.00% ($\$35,000 \div \$145,844 = 0.2400$ or 24.00%)

Second, determine the new Return of Purchase Payment amount. The Return of Purchase Payment amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Return of Purchase Payment amount is \$95,000 (Return of Purchase Payment amount prior to the withdrawal $\times (1 - \text{ratio})$; $\$125,000 \times (1 - 24.00\%)$; $\$125,000 \times 76.00\% = \$95,000$).

Third, determine the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount is \$108,412 (Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal $\times (1 - \text{ratio})$; $\$142,647 \times (1 - 24.00\%)$; $\$142,647 \times 76.00\% = \$108,412$).

During Contract Year 9, death occurs. The death benefit proceeds are the greater of the Death Benefit Amount (Contract Value or Return of Purchase Payments adjusted for withdrawals) or the Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Death Benefit Amount is \$95,000 because the Return of Purchase Payment Amount (\$95,000) is greater than the Contract Value (\$89,820). The death benefit proceeds are equal to the Guaranteed Minimum (Stepped-Up) Death Benefit Amount of \$111,666 because it is greater than the Death Benefit Amount (Return of Purchase Payments of \$95,000).

APPENDIX D:

OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE

CoreIncome Advantage 5 Plus (Single)

(This Rider is called the Guaranteed Withdrawal Benefit VI Rider – Single Life in the Contract's Rider.)

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Treasury Regulations in effect as of the Rider Effective Date.

Early Withdrawal – Any withdrawal that occurs before the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is 59½ years of age or older, the Protected Payment Amount is equal to 5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 5% of the Protected Payment Base computed on that date. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0); however, once the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59½, the Protected Payment Amount will equal 5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner).

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is 59½ years of age or older, the Protected Payment Amount is 5% of the Protected Payment Base. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the aggregate Purchase Payments under the Death Benefit Amount, then the aggregate Purchase Payments will be reduced by an amount greater than the amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the oldest Owner (youngest Annuitant, in the case of a Non-Natural Owner) is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Death Benefit Amount Adjustment

While this Rider is in effect, the aggregate Purchase Payments component of the Death Benefit Amount under the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits – Death Benefit Amount**) will be reduced by withdrawals based on either the amount withdrawn (a dollar-for-dollar basis) or on a proportionate basis. The calculation method used will depend on the amount withdrawn at the time of the withdrawal as compared to your Protected Payment Amount at the time of the withdrawal.

If a withdrawal *does not exceed* your Protected Payment Amount immediately prior to that withdrawal, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced by the amount of the withdrawal (dollar-for-dollar basis).

If a withdrawal (except an RMD Withdrawal) *exceeds* the Protected Payment Amount immediately prior to that withdrawal, we will reduce the aggregate Purchase Payments under the Death Benefit Amount by the amount of the Protected Payment Amount plus we will make a proportionate reduction for the amount in excess of the Protected Payment Amount.

If an Early Withdrawal occurs, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced on a proportionate basis based on the total amount of the withdrawal.

See examples 6, 7 and 8 in **Sample Calculations** below for numerical examples of the adjustments to the Death Benefit Amount. If this Rider terminates before the death of an Owner or sole surviving Annuitant, withdrawals while this Rider was in effect will adjust the aggregate Purchase Payments component of the Death Benefit Amount on a proportionate basis. If this Rider terminates as a result of the death of an Owner or sole surviving Annuitant, then the aggregate Purchase Payments component of the Death Benefit Amount will be adjusted as described above.

This Rider has no effect on the death benefit calculation under any optional death benefit rider. A Reset does not alter the adjustment calculation of the aggregate Purchase Payments under the Death Benefit Amount. However, a Reset will change the Protected Payment Base which is used to determine the annual withdrawal amount under the Rider. See the *Reset of Protected Payment Base* subsection for more information on Resets.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen, and
- the Annual RMD Amount is based on this Contract only.

See example 9 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year. While this Rider is in effect, an RMD Withdrawal will also reduce the aggregate Purchase Payments under the Death Benefit Amount by the RMD Withdrawal amount (dollar-for-dollar basis).

See **FEDERAL TAX ISSUES – Qualified Contracts – Required Minimum Distributions**.

Depletion of Contract Value

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, market decline, or otherwise), the Rider will terminate.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an RMD withdrawal), the Rider will terminate.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the date of death of an Owner or the date of death of the sole surviving Annuitant,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit.

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 calendar days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 calendar day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 calendar days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this**

option may result in a reduction in the Protected Payment Base and Protected Payment Amount. Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial professional prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the Rider Effective Date, to exceed \$100,000 without our prior approval.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of an Owner or sole surviving Annuitant. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of an Owner or the date of death of the sole surviving Annuitant,
- for Contracts with a Non-Natural Owner, the date of death of any Annuitant,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is Non-Qualified (excluding changes in ownership to or from certain trusts),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the Annuitization subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

CoreIncome Advantage 5 Plus (Joint)

(This Rider is called the Guaranteed Withdrawal Benefit VI Rider - Joint Life in the Contract's Rider.)

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,

- Joint Owners, where the Owners are each other's Spouses, or
- if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Treasury Regulations in effect as of the Rider Effective Date.

Designated Lives (each a "**Designated Life**") – Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal – Any withdrawal that occurs before the youngest Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 5% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 59½, the Protected Payment Amount will equal 5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse – The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is 5% of the Protected Payment Base. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected

Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of the withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the aggregate Purchase Payments under the Death Benefit Amount, then the aggregate Purchase Payments will be reduced by an amount greater than the amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Death Benefit Amount Adjustment

While this Rider is in effect, the aggregate Purchase Payments component of the Death Benefit Amount under the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits – Death Benefit Amount**) will be reduced by withdrawals based on either the amount withdrawn (a dollar-for-dollar basis) or on a proportionate basis. The calculation method used will depend on the amount withdrawn at the time of the withdrawal as compared to your Protected Payment Amount at the time of the withdrawal.

If a withdrawal *does not exceed* your Protected Payment Amount immediately prior to that withdrawal, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced by the amount of the withdrawal (dollar-for-dollar basis).

If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the aggregate Purchase Payments under the Death Benefit Amount by the amount of the Protected Payment Amount plus we will make a proportionate reduction for the amount in excess of the Protected Payment Amount.

If an Early Withdrawal occurs, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced on a proportionate basis based on the total amount of the withdrawal.

See examples 6, 7 and 8 in **Sample Calculations** below for numerical examples of the adjustments to the Death Benefit Amount.

If this Rider terminates before the death of an Owner or sole surviving Annuitant, withdrawals while this Rider was in effect will adjust the aggregate Purchase Payments component of the Death Benefit Amount on a proportionate basis. If this Rider terminates as a result of the death of all Designated Lives eligible for lifetime benefits, then the aggregate Purchase Payments component of the Death Benefit Amount will be adjusted as described above.

This Rider has no effect on the death benefit calculation under any optional death benefit rider. A Reset does not alter the adjustment calculation of the aggregate Purchase Payments under the Death Benefit Amount. However, a Reset will change the Protected Payment Base which is used to determine the annual withdrawal amount under the Rider. See the *Reset of Protected Payment Base* subsection for more information on Resets.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on this Contract only, and
- the youngest Designated Life is age 59½ or older.

See example 9 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year. While this Rider is in effect, an RMD Withdrawal will also reduce the aggregate Purchase Payments under the Death Benefit Amount by the RMD Withdrawal amount (dollar-for-dollar basis).

See **FEDERAL TAX ISSUES – Qualified Contracts – Required Minimum Distributions**.

Depletion of Contract Value

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, market decline, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an RMD withdrawal), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit.

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 calendar days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 calendar day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 calendar days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial professional prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the Rider Effective Date, to exceed \$100,000 without our prior approval.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial professional and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.**

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,

- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

The examples apply to CoreIncome Advantage 5 Plus (Single) and (Joint) unless otherwise noted below.

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 5% of Protected Payment Base = \$5,000

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary (Prior to Automatic Reset)			\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary (After Automatic Reset)			\$207,000	\$207,000	\$10,350

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$10,000 (5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% x \$207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- A withdrawal lower than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = \$221,490.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350
Activity		\$5,000	\$216,490 (after \$5,000 withdrawal)	\$207,000	\$5,350
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$216,490	\$207,000	\$10,350
Year 3 Contract Anniversary	(After Automatic Reset)		\$216,490	\$216,490	\$10,825

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This reset increases the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% × \$207,000).

Because the \$5,000 withdrawal during Contract Year 2 did not exceed the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to \$10,825 (5% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.

- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = \$195,000.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350
Activity		\$30,000	\$165,000 (after \$30,000 withdrawal)	\$184,975	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$192,000	\$184,975	\$9,249
Year 3 Contract Anniversary	(After Automatic Reset)		\$192,000	\$192,000	\$9,600

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$30,000 withdrawal during Contract Year 2 exceeds the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount:
 $\$30,000 - \$10,350 = \$19,650$.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $\$19,650 \div (\$195,000 - \$10,350) = 0.1064$ or 10.64%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $\$207,000 - (\$207,000 \times 10.64\%) = \$184,975$.

The Protected Payment Amount immediately after the withdrawal is equal to \$0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 5% and then subtracting all of the withdrawals made during that Contract Year: $(5\% \times \$207,000) - \$30,000 = -\$19,650$ or \$0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. **(Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset).**

Example #5 – Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (youngest Designated Life for Joint) is 56½ years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = \$221,490.
- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$0
Activity	\$100,000		\$200,000	\$200,000	\$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$0
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$0
Activity		\$25,000	\$196,490 (after \$25,000 withdrawal)	\$182,000	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$196,490	\$182,000	\$0
Year 3 Contract Anniversary	(After Automatic Reset)		\$196,490	\$196,490	\$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		\$205,000	\$196,490	\$0
Year 4 Contract Anniversary	(After Automatic Reset)		\$205,000	\$205,000	\$10,250

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$25,000 withdrawal during **Contract Year 2** exceeds the \$0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of \$25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $\$25,000 \div \$221,490 = 0.1129$ or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount (\$25,000) and (b) the reduction percentage ($\$207,000 \times 11.29\%$) = \$23,370. Since \$25,000 is greater than \$23,370, the new Protected Payment Base is computed by subtracting \$25,000 from the prior Protected Payment Base: $\$207,000 - \$25,000 = \$182,000$.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at \$0 since the oldest Owner (youngest Annuitant for Non-Natural Owner; youngest Designated Life for Joint) has not reached age 59½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to \$10,250 ($5\% \times \$205,000$) since the oldest Owner (youngest Annuitant for Non-Natural Owner; youngest Designated Life for Joint) reached age 59½.

Example #6 – Death Benefit Amount Adjustment for a Withdrawal That Does Not Exceed the Protected Payment Amount.

This example shows how the aggregate Purchase Payments under the Death Benefit Amount is adjusted for a withdrawal that does not exceed the Protected Payment Amount. This table assumes that the Protected Payment Amount is \$5,000 prior to the withdrawal. Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Year 2 Contract Anniversary			\$80,000	\$100,000	\$5,000
Activity		\$3,000	\$77,000	\$97,000	\$2,000

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

Because the \$3,000 withdrawal in Contract Year 2 was less than the Protected Payment Amount, the aggregate Purchase Payments are reduced by the \$3,000 withdrawal to \$97,000.

If death were to occur at this point, the Death Benefit Amount would be \$97,000 since the aggregate Purchase Payments (\$97,000) are greater than the Contract Value (\$77,000).

Example #7 – Death Benefit Amount Adjustment for a Withdrawal That Exceeds the Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Protected Payment Amount prior to withdrawal in year 2 = \$5,000
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Year 2 Contract Anniversary			\$80,000	\$100,000	\$5,000
Activity		\$10,000	\$70,000	\$88,664	\$0

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

As the withdrawal during Contract Year 2 exceeded the Protected Payment Amount immediately prior to the withdrawal (\$5,000), the aggregate Purchase Payments under the Death Benefit Amount (“aggregate Purchase Payments”) are reduced to \$88,664. The reduction in the aggregate Purchase Payments is calculated as follows:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount (prior to the withdrawal). Numerically, the excess withdrawal amount is \$5,000 (total withdrawal amount - Protected Payment Amount; $\$10,000 - \$5,000 = \$5,000$).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value - Protected Payment Amount). Numerically, the ratio is 6.67% ($\$5,000 / (\$80,000 - \$5,000)$; $\$5,000 / \$75,000 = 0.0667$ or 6.67%).

Third, determine the new aggregate Purchase Payments amount. The aggregate Purchase Payments amount (prior to the withdrawal) less the Protected Payment Amount (prior to the withdrawal) is multiplied by 1 less the ratio determined above. Numerically, the new aggregate Purchase Payments amount is \$88,664 (aggregate Purchase Payments - Protected Payment Amount \times (1 - ratio); $(\$100,000 - \$5,000) \times (1 - 6.67\%)$; $\$95,000 \times 93.33\% = \$88,664$).

If death were to occur at this point, the Death Benefit Amount would be \$88,664 since the aggregate Purchase Payments (\$88,664) are greater than the Contract Value (\$70,000).

Example #8 – Death Benefit Amount Adjustment for an Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Every Owner and Annuitant (youngest Designated Life for Joint) is 56½ years old.
- Protected Payment Amount prior to withdrawal in year 2 = \$0
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$0
Year 2 Contract Anniversary			\$80,000	\$100,000	\$0
Activity		\$5,000	\$75,000	\$93,750	\$0

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

As the withdrawal during Contract Year 2 exceeded the Protected Payment Amount immediately prior to the withdrawal (\$0), the aggregate Purchase Payments under the Death Benefit Amount (“aggregate Purchase Payments”) are reduced to \$93,750. The reduction in the aggregate Purchase Payments is calculated as follows:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount (\$5,000) because the withdrawal occurred before age 59½ (Protected Payment Amount is \$0).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by the Contract Value. Numerically, the ratio is 6.25% ($\$5,000 / \$80,000 = 0.0625$ or 6.25%).

Third, determine the new aggregate Purchase Payments amount. The aggregate Purchase Payments amount (prior to the withdrawal) is multiplied by 1 less the ratio determined above. Numerically, the new aggregate Purchase Payments amount is \$93,750 (aggregate Purchase Payments x (1 - ratio); $\$100,000 \times (1 - 6.25\%)$; $\$100,000 \times 93.75\% = \$93,750$).

If death were to occur at this point, the Death Benefit Amount would be \$93,750 since the aggregate Purchase Payments (\$93,750) are greater than the Contract Value (\$75,000).

Example #9 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is \$7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				\$100,000	\$5,000
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$3,125
05/01/2007 Contract Anniversary				\$100,000	\$5,000
06/15/2007	\$1,875			\$100,000	\$3,125
09/15/2007	\$1,875			\$100,000	\$1,250
12/15/2007	\$1,875			\$100,000	\$0
01/01/2008			\$8,000		
03/15/2008	\$2,000			\$100,000	\$0
05/01/2008 Contract Anniversary				\$100,000	\$5,000

Since the RMD Amount for 2008 increases to \$8,000, the quarterly withdrawals of the RMD Amount increase to \$2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			\$0	\$100,000	\$5,000
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$3,125
04/01/2007		\$2,000		\$100,000	\$1,125

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2007 Contract Anniversary				\$100,000	\$5,000
06/15/2007	\$1,875			\$100,000	\$3,125
09/15/2007	\$1,875			\$100,000	\$1,250
11/15/2007		\$4,000		\$96,900	\$0

On 3/15/07 there was an RMD Withdrawal of \$1,875 and on 4/1/07 a non-RMD Withdrawal of \$2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of \$5,000 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal (\$4,000) that caused the cumulative withdrawals during the Contract Year (\$7,750) to exceed the Protected Payment Amount (\$5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal (\$1,250), and assuming the Contract Value was \$90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to \$96,900.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = \$90,000
- Protected Payment Base = \$100,000
- Protected Payment Amount = \$1,250

A withdrawal of \$4,000 was taken, which exceeds the Protected Payment Amount of \$1,250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$2,750 (total withdrawal – amount Protected Payment Amount; \$4,000 – \$1,250 = \$2,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.10% ($\$2,750 \div (\$90,000 - \$1,250)$; $\$2,750 \div \$88,750 = 0.0310$ or 3.10%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$96,900 (Protected Payment Base \times (1 – ratio); $\$100,000 \times (1 - 3.10\%)$; $\$100,000 \times 96.90\% = \$96,900$).

Example #10 – Lifetime Income.

This example applies to CoreIncome Advantage 5 Plus (Single) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant is 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.
- Death occurred during Contract Year 26 after the \$5,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$5,000	\$96,489	\$100,000	\$5,000
2	\$5,000	\$92,410	\$100,000	\$5,000

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
3	\$5,000	\$88,543	\$100,000	\$5,000
4	\$5,000	\$84,627	\$100,000	\$5,000
5	\$5,000	\$80,662	\$100,000	\$5,000
6	\$5,000	\$76,648	\$100,000	\$5,000
7	\$5,000	\$72,583	\$100,000	\$5,000
8	\$5,000	\$68,467	\$100,000	\$5,000
9	\$5,000	\$64,299	\$100,000	\$5,000
10	\$5,000	\$60,078	\$100,000	\$5,000
11	\$5,000	\$55,805	\$100,000	\$5,000
12	\$5,000	\$51,478	\$100,000	\$5,000
13	\$5,000	\$47,096	\$100,000	\$5,000
14	\$5,000	\$42,660	\$100,000	\$5,000
15	\$5,000	\$38,168	\$100,000	\$5,000
16	\$5,000	\$33,619	\$100,000	\$5,000
17	\$5,000	\$29,013	\$100,000	\$5,000
18	\$5,000	\$24,349	\$100,000	\$5,000
19	\$5,000	\$19,626	\$100,000	\$5,000
20	\$5,000	\$14,844	\$100,000	\$5,000
21	\$5,000	\$10,002	\$100,000	\$5,000
22	\$5,000	\$5,099	\$100,000	\$5,000
23	\$5,000	\$0	\$100,000	\$5,000
24	\$5,000	\$0	\$100,000	\$5,000
25	\$5,000	\$0	\$100,000	\$5,000
26	\$5,000	\$0	\$100,000	\$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 5% of Protected Payment Base = \$5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$5,000), the Protected Payment Base remains unchanged.

Withdrawals of 5% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of an Owner or the date of death of the sole surviving Annuitant (death of any Annuitant for Non-Natural Owners), whichever occurs first.

Example #11 – Lifetime Income.

This example applies to CoreIncome Advantage 5 Plus (Joint) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.

- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continues Contract upon the death of the first Designated Life.
- Surviving Spouse died during Contract Year 26 after the \$5,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$5,000	\$96,489	\$100,000	\$5,000
2	\$5,000	\$92,410	\$100,000	\$5,000
3	\$5,000	\$88,543	\$100,000	\$5,000
4	\$5,000	\$84,627	\$100,000	\$5,000
5	\$5,000	\$80,662	\$100,000	\$5,000
6	\$5,000	\$76,648	\$100,000	\$5,000
7	\$5,000	\$72,583	\$100,000	\$5,000
8	\$5,000	\$68,467	\$100,000	\$5,000
9	\$5,000	\$64,299	\$100,000	\$5,000
10	\$5,000	\$60,078	\$100,000	\$5,000
11	\$5,000	\$55,805	\$100,000	\$5,000
12	\$5,000	\$51,478	\$100,000	\$5,000
13	\$5,000	\$47,096	\$100,000	\$5,000
Activity (Death of first Designated Life)				
14	\$5,000	\$42,660	\$100,000	\$5,000
15	\$5,000	\$38,168	\$100,000	\$5,000
16	\$5,000	\$33,619	\$100,000	\$5,000
17	\$5,000	\$29,013	\$100,000	\$5,000
18	\$5,000	\$24,349	\$100,000	\$5,000
19	\$5,000	\$19,626	\$100,000	\$5,000
20	\$5,000	\$14,844	\$100,000	\$5,000
21	\$5,000	\$10,002	\$100,000	\$5,000
22	\$5,000	\$5,099	\$100,000	\$5,000
23	\$5,000	\$0	\$100,000	\$5,000
24	\$5,000	\$0	\$100,000	\$5,000
25	\$5,000	\$0	\$100,000	\$5,000
26	\$5,000	\$0	\$100,000	\$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 5% of Protected Payment Base = \$5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$5,000), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (5% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

Automatic Income Builder

(This Rider is called the Guaranteed Withdrawal Benefit III-B Rider in the Contract's Rider.)

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Treasury Regulations in effect as of the Rider Effective Date.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. The initial Protected Payment Amount on the Rider Effective Date is equal to the applicable withdrawal percentage (based on the Owner's age at the time of purchase) multiplied by the Protected Payment Base.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age 59½ or older when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the withdrawal percentage multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age 59½ when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the lesser of:

- the withdrawal percentage multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year, or
- the Remaining Protected Balance as of that day.

The Protected Payment Amount will never be less than zero.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Remaining Protected Balance – The amount available for future withdrawals made under this Rider, unless withdrawals are guaranteed until the death of an Owner or sole surviving Annuitant. The Remaining Protected Balance will never be less than zero. The initial Remaining Protected Balance is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

On any Business Day, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Lifetime withdrawals up to the Protected Payment Amount may continue after the Remaining Protected Balance is reduced to zero (0) if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) was age 59½ or older when the first withdrawal was taken after the Rider Effective Date or the most recent Reset Date, whichever is later. **If a withdrawal was taken before age 59½ and there was no subsequent Reset, the Rider will terminate once the Remaining Protected Balance is reduced to zero (0).** If you are older than 59½ and if you delay taking withdrawals, this Rider also provides the potential to receive a 0.10% increase in the withdrawal percentage per year, which can increase the percentage that you may withdraw each Contract Year without reducing your Protected Payment Base. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

In addition, beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value.

The Protected Payment Base and Remaining Protected Balance may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base and Remaining Protected Balance depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will reduce the Remaining Protected Balance by the amount of the withdrawal and will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn. If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the aggregate Purchase Payments under the Death Benefit Amount, then the aggregate Purchase Payments will be reduced by an amount greater than the amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including a TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal Percentage

On or prior to the date of the first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date) the withdrawal percentage is determined as follows based on the oldest Owner’s age (or youngest Annuitant in the case of a Non-Natural Owner):

Age	Withdrawal Percentage
Before 59½	4.0%
59½ - 69	4.0%
70 - 84	5.0%
85 and older	6.0%

If the first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date) is taken *on or after* age 59½, the withdrawal percentage will automatically increase according to the table above based on age as of the most recent Contract Anniversary.

If the first withdrawal (measured from the later of the Rider Effective Date or most recent Reset Date) is taken *prior* to age 59½, the withdrawal percentage will be 4.0% until the Remaining Protected Balance is depleted and will remain unchanged unless a Reset occurs. If an Automatic Reset or an Owner-Elected Reset occurs and your first withdrawal after that Reset is taken on or after age 59½, the withdrawal percentage will be the withdrawal percentage that corresponds to the age at the time of the first withdrawal.

There is an opportunity for an increase in the withdrawal percentage. The withdrawal percentage in the table above will increase by 0.10% for each Rider year a withdrawal is not taken beginning on the later of the Contract Anniversary following the Owner’s age 59½ or the Rider Effective Date. In addition, the increase in the withdrawal percentage will still be included as you reach a new age band (for example, if your first withdrawal is taken after age 59½ and at age 69 your withdrawal percentage is 4.4%, then your withdrawal percentage would be 5.4% the Contract Anniversary immediately after you turn 70). However, once a withdrawal is taken (including an RMD Withdrawal), regardless of the Owner’s age when the withdrawal is taken, no further 0.10% increase in the withdrawal percentage will be available and eligibility for the 0.10% increase cannot be reinstated with a Reset.

The withdrawal percentage, including any 0.10% increase, will not be reduced as a result of a Reset.

Withdrawal of Protected Payment Amount

While this Rider is in effect, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged. Immediately following the withdrawal the Remaining Protected Balance will decrease by the withdrawal amount.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the excess withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. We will reduce the Remaining

Protected Balance either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount as a result of an excess withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Death Benefit Amount Adjustment

While this Rider is in effect, the aggregate Purchase Payments component of the Death Benefit Amount under the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits – Death Benefit Amount**) will be reduced by withdrawals based on either the amount withdrawn (a dollar-for-dollar basis) or on a proportionate basis. The calculation method used will depend on the amount withdrawn at the time of the withdrawal as compared to your Protected Payment Amount at the time of the withdrawal.

If a withdrawal *does not exceed* your Protected Payment Amount immediately prior to that withdrawal, then the aggregate Purchase Payments under the Death Benefit Amount will be reduced by the amount of the withdrawal (dollar-for-dollar basis).

If a withdrawal (except an RMD Withdrawal) *exceeds* the Protected Payment Amount immediately prior to that withdrawal, we will reduce the aggregate Purchase Payments under the Death Benefit Amount by the amount of the Protected Payment Amount plus we will make a proportionate reduction for the amount in excess of the Protected Payment Amount.

See examples 5 and 6 in **Sample Calculations** below for numerical examples of the adjustments to the Death Benefit Amount.

If this Rider terminates before the death of an Owner or sole surviving Annuitant, withdrawals while this Rider was in effect will adjust the aggregate Purchase Payments component of the Death Benefit Amount on a proportionate basis. If this Rider terminates as a result of the death of an Owner or sole surviving Annuitant, then the aggregate Purchase Payments component of the Death Benefit Amount will be adjusted as described above.

This Rider has no effect on the death benefit calculation under any optional death benefit rider. A Reset does not alter the adjustment calculation of the aggregate Purchase Payments under the Death Benefit Amount. However, a Reset will change the Protected Payment Base which is used to determine the annual withdrawal amount under the Rider. See the *Reset of Protected Payment Base and Remaining Protected Balance* subsection for more information on Resets.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen, and
- the Annual RMD Amount is based on this Contract only.

Immediately following an RMD Withdrawal, the Remaining Protected Balance will decrease by the RMD Withdrawal amount. While this Rider is in effect, an RMD Withdrawal will also reduce the aggregate Purchase Payments under the Death Benefit Amount by the RMD Withdrawal amount (dollar-for-dollar basis).

See **FEDERAL TAX ISSUES – Qualified Contracts – Required Minimum Distributions**.

Depletion of Contract Value

If a withdrawal (including an RMD Withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner):
 - was younger than age 59½ when the first withdrawal was taken under the Rider, after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the Remaining Protected Balance is reduced to zero, or
 - was age 59½ or older when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the day of the death of an Owner or the date of death of the sole surviving Annuitant.

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract,
- any Remaining Protected Balance will not be available for payment in a lump sum and will not be applied to provide payments under an Annuity Option, and
- the Contract will cease to provide any death benefit.

If the Owner or sole surviving Annuitant dies and the Contract Value is zero as of the date of death, there is no death benefit, however, any Remaining Protected Balance will be paid to the Beneficiary under a series of pre-authorized withdrawals and payment frequency (at least annually) then in effect at the time of the Owner's or sole surviving Annuitant's death. If, however, the Remaining Protected Balance would be paid over a period that exceeds the life expectancy of the Beneficiary, the pre-authorized withdrawal amount will be adjusted so that the withdrawal payments will be paid over a period that does not exceed the Beneficiary's life expectancy.

Depletion of Remaining Protected Balance

If a withdrawal (including an RMD Withdrawal) reduces the Remaining Protected Balance to zero and Contract Value remains, the following will apply:

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner):

- was younger than age 59½ when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, this Rider will terminate, or
- was age 59½ or older when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to withdraw up to the Protected Payment Amount each year until the day of the death of an Owner or the date of death of the sole surviving Annuitant. If an Automatic or Owner-Elected Reset occurs, the Remaining Protected Balance will be reinstated to an amount equal to the Contract Value as of that Contract Anniversary.

Before your Remaining Protected Balance is zero, if you took your first withdrawal *before* age 59½ and you would like to be eligible for lifetime payments under the Rider, an Automatic or Owner-Elected Reset must occur and your first withdrawal after that Reset must be taken *on or after* age 59½. See the *Reset of Protected Payment Base and Remaining Protected Balance* subsection of this Rider. If you are younger than age 59½ when the Remaining Protected Balance is zero and Contract Value remains, the Rider will terminate and there is no opportunity for a Reset.

If a withdrawal (except an RMD Withdrawal) made from the Contract exceeds the Protected Payment Amount, the Protected Payment Base will be reduced according to the **Withdrawals Exceeding the Protected Payment Amount** subsection.

Any death benefit proceeds to be paid to the Beneficiary from remaining Contract Value will be paid according to the Death Benefit provisions of the Contract.

Reset of Protected Payment Base and Remaining Protected Balance

Regardless of which reset option is used, on and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued, except that eligibility for the increase in the withdrawal percentage cannot be reinstated with a Reset once a withdrawal is taken. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual Charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base and Remaining Protected Balance are changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 calendar days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Remaining Protected Balance, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above. If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 calendar day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries. If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary, elect to reset the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 calendar days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial professional prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payments. However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the later of the Rider Effective Date or most recent Reset Date, to exceed \$100,000 without our prior approval. This provision only applies if the Contract to which this Rider is attached permits Purchase Payments after the 1st Contract Anniversary, measured from the Contract Date.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base, Remaining Protected Balance and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

The annuity payments described in this subsection are available to you even if your first withdrawal was taken prior to age 59½ and no Resets have occurred.

Continuation of Rider if Surviving Spouse Continues Contract

If the Remaining Protected Balance is zero when the Owner dies, this Rider will terminate. If the Remaining Protected Balance is greater than zero and the Owner dies while this Rider is in effect, the surviving spouse of the deceased Owner may elect to continue the Contract in accordance with its terms, and the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero.

The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries. If a reset takes place then the provisions of this Rider will continue in full force and in effect for the surviving spouse. The withdrawal percentage will be determined based on the age of the surviving spouse and the new withdrawal percentage may be higher or lower than what the withdrawal percentage was prior to death. In addition, if the surviving spouse is age 59½ or older when the first withdrawal is taken after the most recent Reset Date and this Reset Date occurred after the surviving spouse continued the Contract, then the surviving spouse may take withdrawals of the Protected Payment Amount (based on the new Protected Payment Base and withdrawal percentage) for life. In some instances, withdrawals may continue for the life of the surviving spouse without the need for a reset.

Any 0.10% increase to the withdrawal percentage previously added will apply but no further increases to the withdrawal percentage will be added.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract and Rider (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the day the Remaining Protected Balance is reduced to zero if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), was younger than 59½ when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later,

- the date of death of an Owner or the date of death of the sole surviving Annuitant (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- for Contracts with a Non-Natural Owner, the date of the first death of an Annuitant,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is Non-Qualified (excluding changes in ownership to or from certain trusts),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information), or
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero and see the *Depletion of Remaining Protected Balance* subsection for situations where the Rider will not terminate when the Remaining Protected Balance is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Owner's age on Rider Effective Date = 68

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Remaining Protected Balance = Initial Purchase Payment = \$100,000
- Protected Payment Amount = Withdrawal percentage multiplied by the Protected Payment Base = 4% x \$100,000 = \$4,000

Example #2 – Subsequent Purchase Payments.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Owner's age on Rider Effective Date = 68
- A subsequent Purchase Payment of \$100,000 is received during Contract Years 1 and 2.
- No withdrawals taken.
- Automatic Reset at Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000
Activity	\$100,000		\$200,000	\$200,000	\$8,000	\$200,000
Year 2 Contract Anniversary Prior to Automatic Reset			\$207,000	\$200,000	\$8,200	\$200,000
Year 2 Contract Anniversary After Automatic Reset			\$207,000	\$207,000	\$8,487	\$207,000
Activity	\$100,000		\$307,000	\$307,000	\$12,587	\$307,000
Year 3 Contract Anniversary Prior to Automatic Reset			\$321,490	\$307,000	\$15,964	\$307,000
Year 3 Contract Anniversary After Automatic Reset			\$321,490	\$321,490	\$16,717	\$321,490

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base and Remaining Protected Balance are increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$8,000 (4.0% of the Protected Payment Base after the Purchase Payment).

Since no withdrawal occurred prior to Year 2 Contract Anniversary, the withdrawal percentage is increased to 4.1%. Additionally, because at Year 2 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 2 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 2 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to \$8,487 (4.1% of the reset Protected Payment Base).

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 2, the Protected Payment Base and Remaining Protected Balance are increased by the Purchase Payment amount to \$307,000 (\$207,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$12,587 (4.1% of the Protected Payment Base after the Purchase Payment).

At Year 3 Contract Anniversary, the withdrawal percentage is increased to 5.2%. The withdrawal percentage increased from 4.1% to 5.2% because during Contract Year 2 there were no withdrawals (0.10% added to the withdrawal percentage) and the Owner reached age 70 (1.0% added to the withdrawal percentage). Additionally, because at Year 3 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to \$16,717 (5.2% of the reset Protected Payment Base).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of additional amounts credited, charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawals Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Owner's age on Rider Effective Date = 68
- A subsequent Purchase Payment of \$100,000 is received during Contract Years 1 and 2.
- A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 3.
- Automatic Reset at Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000
Activity	\$100,000		\$200,000	\$200,000	\$8,000	\$200,000
Year 2 Contract Anniversary Prior to Automatic Reset			\$207,000	\$200,000	\$8,200	\$200,000
Year 2 Contract Anniversary After Automatic Reset			\$207,000	\$207,000	\$8,487	\$207,000

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Activity	\$100,000		\$307,000	\$307,000	\$12,587	\$307,000
Year 3 Contract Anniversary	Prior to Automatic Reset		\$321,490	\$307,000	\$15,964	\$307,000
Year 3 Contract Anniversary	After Automatic Reset		\$321,490	\$321,490	\$16,717	\$321,490
Activity		\$16,717	\$327,277	\$321,490	\$0	\$304,773
Year 4 Contract Anniversary	Prior to Automatic Reset		\$327,277	\$321,490	\$16,717	\$304,773
Year 4 Contract Anniversary	After Automatic Reset		\$327,277	\$327,277	\$17,018	\$327,277

For an explanation of the values and activities at the start of and during Contract Years 1 and 2, refer to **Examples #1 and #2**.

At Year 3 Contract Anniversary, the withdrawal percentage is increased to 5.2%. The withdrawal percentage increased from 4.1% to 5.2% because during Contract Year 2 there were no withdrawals (0.10% added to the withdrawal percentage) and the Owner reached age 70 (1.0% added to the withdrawal percentage). Additionally, because at Year 3 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to \$16,717 (5.2% of the reset Protected Payment Base).

As the withdrawal during **Contract Year 3** did not exceed the Protected Payment Amount immediately prior to the withdrawal (\$16,717):

- the Protected Payment Base remains unchanged; and
- the Remaining Protected Balance is reduced by the amount of the withdrawal to \$304,773 (\$321,490 – \$16,717).

Since a withdrawal occurred during Contract Year 3, the withdrawal percentage will no longer increase as a result of delaying withdrawals.

Because at the Year 4 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to \$17,018 (5.2% of the reset Protected Payment Base).

Example #4 – Withdrawals Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Owner's age on Rider Effective Date = 68
- A subsequent Purchase Payment of \$100,000 is received during Contract Years 1 and 2.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 3.
- Automatic Resets at Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000	\$100,000
Activity	\$100,000		\$200,000	\$200,000	\$8,000	\$200,000
Year 2 Contract Anniversary	Prior to Automatic Reset		\$207,000	\$200,000	\$8,200	\$200,000
Year 2 Contract Anniversary	After Automatic Reset		\$207,000	\$207,000	\$8,487	\$207,000
Activity	\$100,000		\$307,000	\$307,000	\$12,587	\$307,000
Year 3 Contract Anniversary	Prior to Automatic Reset		\$321,490	\$307,000	\$15,964	\$307,000

Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Year 3 Contract Anniversary After Automatic Reset		\$321,490	\$321,490	\$16,717	\$321,490
Activity	\$30,000	\$313,994	\$308,437	\$0	\$291,490
Year 4 Contract Anniversary Prior to Automatic Reset		\$313,994	\$308,437	\$16,038	\$291,490
Year 4 Contract Anniversary After Automatic Reset		\$313,994	\$313,994	\$16,327	\$313,994

For an explanation of the values and activities at the start of and during Contract Years 1 and 2, refer to **Examples #1 and #2**.

At Year 3 Contract Anniversary, the withdrawal percentage is increased to 5.2%. The withdrawal percentage increased from 4.1% to 5.2% because during Contract Year 2 there were no withdrawals (0.10% added to the withdrawal percentage) and the Owner reached age 70 (1.0% added to the withdrawal percentage). Additionally, because at Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to \$16,717 (5.2% of the reset Protected Payment Base).

As the withdrawal during **Contract Year 3** exceeded the Protected Payment Amount immediately prior to the withdrawal (\$16,717), the Protected Payment Base is reduced to \$308,437 and the Remaining Protected Balance is reduced to \$291,490. The reduction in the Protected Payment Base and the Remaining Protected Balance is calculated as follows:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$13,283 (total withdrawal amount – Protected Payment Amount; $\$30,000 - \$16,717 = \$13,283$).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value prior to the withdrawal Protected Payment Amount). The Contract Value prior to the withdrawal was \$343,994, which equals the \$313,994 after the withdrawal plus the \$30,000 withdrawal amount. Numerically, the ratio is 4.06% ($\$13,283 \div (\$343,994 - \$16,717)$; $\$13,283 \div \$327,277 = 0.0406$ or 4.06%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$308,437 (Protected Payment Base \times (1 – ratio); $\$321,490 \times (1 - 4.06\%)$; $\$321,490 \times 95.94\% = \$308,437$).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the Protected Payment Amount and then multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the new Remaining Protected Balance is \$292,399 ((Remaining Protected Balance immediately before the withdrawal – Protected Payment Amount) \times (1 – ratio); $(\$321,490 - \$16,717) \times (1 - 4.06\%)$; $\$304,773 \times 95.94\% = \$292,399$).

To determine the total withdrawal amount reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the new Remaining Protected Balance is \$291,490 (Remaining Protected Balance immediately before the withdrawal – total withdrawal amount; $\$321,490 - \$30,000 = \$291,490$).

Therefore, since \$291,490 (total withdrawal amount method) is less than \$292,399 (proportionate method) the new Remaining Protected Balance is \$291,490.

Since a withdrawal occurred during Contract Year 3, the withdrawal percentage will no longer increase as a result of delaying withdrawals.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to \$16,327 (5.2% of the reset Protected Payment Base).

Example #5 – Death Benefit Amount Adjustment for a Withdrawal That Does Not Exceed the Protected Payment Amount.

This example shows how the aggregate Purchase Payments under the Death Benefit Amount is adjusted for a withdrawal that does not exceed the Protected Payment Amount. This table assumes that the Protected Payment Amount is \$4,000 prior to the withdrawal. Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000
Year 2 Contract Anniversary			\$80,000	\$100,000	\$4,000
Activity		\$3,000	\$77,000	\$97,000	\$1,000

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

Because the \$3,000 withdrawal in Contract Year 2 was less than the Protected Payment Amount, the aggregate Purchase Payments are reduced by the \$3,000 withdrawal to \$97,000.

If death were to occur at this point, the Death Benefit Amount would be \$97,000 since the aggregate Purchase Payments (\$97,000) are greater than the Contract Value (\$77,000).

Example #6 – Death Benefit Amount Adjustment for a Withdrawal That Exceeds the Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Protected Payment Amount prior to withdrawal in year 2 = \$4,000
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Death Benefit Amount ¹	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000
Year 2 Contract Anniversary			\$80,000	\$100,000	\$4,000
Activity		\$10,000	\$70,000	\$88,426	\$0

¹ The greater of the Contract Value or the aggregate Purchase Payments represents the Death Benefit Amount.

As the withdrawal during Contract Year 2 exceeded the Protected Payment Amount immediately prior to the withdrawal (\$4,000), the aggregate Purchase Payments under the Death Benefit Amount (“aggregate Purchase Payments”) are reduced to \$88,426. The reduction in the aggregate Purchase Payments is calculated as follows:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount (prior to the withdrawal). Numerically, the excess withdrawal amount is \$6,000 (total withdrawal amount - Protected Payment Amount; \$10,000 - \$4,000 = \$6,000).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value - Protected Payment Amount). Numerically, the ratio is 7.89% (\$6,000 / (\$80,000 - \$4,000); \$6,000 / \$76,000 = 0.0789 or 7.89%).

Third, determine the new aggregate Purchase Payments amount. The aggregate Purchase Payments amount (prior to the withdrawal) less the Protected Payment Amount (prior to the withdrawal) is multiplied by 1 less the ratio determined above. Numerically, the new aggregate Purchase Payments amount is \$88,426 (aggregate Purchase Payments - Protected Payment Amount x (1 - ratio); (\$100,000 - \$4,000) x (1 - 7.89%); \$96,000 x 92.11% = \$88,426).

If death were to occur at this point, the Death Benefit Amount would be \$88,426 since the aggregate Purchase Payments (\$88,426) are greater than the Contract Value (\$70,000).

Example #7 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base and Remaining Protected Balance. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is \$7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary			\$0	\$100,000	\$5,000	\$100,000
01/01/2007			\$7,500			
03/15/2007	\$1,875			\$100,000	\$3,125	\$98,125
05/01/2007 Contract Anniversary				\$100,000	\$5,000	\$98,125
06/15/2007	\$1,875			\$100,000	\$3,125	\$96,250
09/15/2007	\$1,875			\$100,000	\$1,250	\$94,375
12/15/2007	\$1,875			\$100,000	\$0	\$92,500
01/01/2008			\$8,000			
03/15/2008	\$2,000			\$100,000	\$0	\$90,500
05/01/2008 Contract Anniversary				\$100,000	\$5,000	\$90,500

Since the RMD Amount for 2008 increases to \$8,000, the quarterly withdrawals of the RMD Amount increase to \$2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. The only effect is a reduction in the Remaining Protected Balance equal to the amount of each withdrawal. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary			\$0	\$100,000	\$5,000	\$100,000
01/01/2007			\$7,500			
03/15/2007	\$1,875			\$100,000	\$3,125	\$98,125
04/01/2007		\$2,000		\$100,000	\$1,125	\$96,125
05/01/2007 Contract Anniversary				\$100,000	\$5,000	\$96,125
06/15/2007	\$1,875			\$100,000	\$3,125	\$94,250
09/15/2007	\$1,875			\$100,000	\$1,250	\$92,375
11/15/2007		\$4,000		\$96,900	\$0	\$88,300

On 3/15/07 there was an RMD Withdrawal of \$1,875 and on 4/1/07 a non-RMD Withdrawal of \$2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of \$5,000 there was no adjustment to the Protected Payment Base. The only effect is a reduction in the Remaining Protected Balance and the Protected Payment Amount equal to the amount of each withdrawal. On 5/1/07, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal (\$4,000) that caused the cumulative withdrawals during the Contract Year (\$7,750) to exceed the Protected Payment Amount (\$5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal (\$1,250), and assuming the Contract Value was \$90,000 immediately prior to the withdrawal, the Protected Payment Base

is reduced to \$96,900 and the Remaining Protected Balance is reduced to \$88,300. The Protected Payment Base and Remaining Protected Balance will be reduced by the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$2,750 (total withdrawal amount – Protected Payment Amount; \$4,000 – \$1,250 = \$2,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount). Numerically, the ratio is 3.10% ($\$2,750 \div (\$90,000 - \$1,250)$; $\$2,750 \div \$88,750 = 0.0310$ or 3.10%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$96,900 (Protected Payment Base \times (1 – ratio); $\$100,000 \times (1 - 3.10\%)$; $\$100,000 \times 96.90\% = \$96,900$).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance is reduced by the Protected Payment Amount and then multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the Remaining Protected Balance is \$88,300 ((Remaining Protected Balance – Protected Payment Amount) \times (1 – ratio); $(\$92,375 - \$1,250) \times (1 - 3.10\%)$; $\$91,125 \times 96.90\% = \$88,300$).

To determine the total withdrawal amount reduction, the Remaining Protected Balance is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the Remaining Protected Balance is \$88,375 (Remaining Protected Balance – total withdrawal amount; $\$92,375 - \$4,000 = \$88,375$).

Therefore, since \$88,300 (proportionate method) is less than \$88,375 (total withdrawal amount method) the new Remaining Protected Balance is \$88,300.

Example #8 – Lifetime Income.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Owner's age on Rider Effective Date = 65
- No subsequent Purchase Payments are received.
- Withdrawals, are taken each Contract Year:
 - Equal to 4% of the Protected Payment Base in Contract Years 1-5 (age 65-69)
 - Equal to 5% of the Protected Payment Base in Contract Years 6-20 (age 70-84)
 - Equal to 6% of the Protected Payment Base in Contract Years 21-35 (age 85-99)
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
1	\$4,000	\$99,000	\$100,000	\$4,000	\$96,000
2	\$4,000	\$97,970	\$100,000	\$4,000	\$92,000
3	\$4,000	\$96,909	\$100,000	\$4,000	\$88,000
4	\$4,000	\$95,816	\$100,000	\$4,000	\$84,000
5	\$4,000	\$94,691	\$100,000	\$4,000	\$80,000
6	\$5,000	\$92,532	\$100,000	\$5,000	\$75,000
7	\$5,000	\$90,308	\$100,000	\$5,000	\$70,000
8	\$5,000	\$88,017	\$100,000	\$5,000	\$65,000
9	\$5,000	\$85,657	\$100,000	\$5,000	\$60,000
10	\$5,000	\$83,227	\$100,000	\$5,000	\$55,000

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
11	\$5,000	\$80,724	\$100,000	\$5,000	\$50,000
12	\$5,000	\$78,146	\$100,000	\$5,000	\$45,000
13	\$5,000	\$75,490	\$100,000	\$5,000	\$40,000
14	\$5,000	\$72,755	\$100,000	\$5,000	\$35,000
15	\$5,000	\$69,937	\$100,000	\$5,000	\$30,000
16	\$5,000	\$67,035	\$100,000	\$5,000	\$25,000
17	\$5,000	\$64,046	\$100,000	\$5,000	\$20,000
18	\$5,000	\$60,968	\$100,000	\$5,000	\$15,000
19	\$5,000	\$57,797	\$100,000	\$5,000	\$10,000
20	\$5,000	\$54,531	\$100,000	\$5,000	\$5,000
21	\$6,000	\$50,167	\$100,000	\$6,000	\$0
22	\$6,000	\$45,672	\$100,000	\$6,000	\$0
23	\$6,000	\$41,042	\$100,000	\$6,000	\$0
24	\$6,000	\$36,273	\$100,000	\$6,000	\$0
25	\$6,000	\$31,361	\$100,000	\$6,000	\$0
26	\$6,000	\$26,302	\$100,000	\$6,000	\$0
27	\$6,000	\$21,091	\$100,000	\$6,000	\$0
28	\$6,000	\$15,724	\$100,000	\$6,000	\$0
29	\$6,000	\$10,196	\$100,000	\$6,000	\$0
30	\$6,000	\$4,501	\$100,000	\$6,000	\$0
31	\$6,000	\$0	\$100,000	\$6,000	\$0
32	\$6,000	\$0	\$100,000	\$6,000	\$0
33	\$6,000	\$0	\$100,000	\$6,000	\$0
34	\$6,000	\$0	\$100,000	\$6,000	\$0
35	\$6,000	\$0	\$100,000	\$6,000	\$0

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Remaining Protected Balance = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 4% of Protected Payment Base = \$4,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal: (a) the Protected Payment Base remains unchanged; and (b) the Remaining Protected Balance is reduced by the amount of each withdrawal.

Since a withdrawal occurred during Contract Year 1, no increases are added to the withdrawal percentage due to delaying withdrawals.

Since it was assumed that the Owner was age 59½ or older when the first withdrawal was taken, withdrawals of 4%, 5% and 6% of the Protected Payment Base, respectively, will continue to be paid each year (even after the Contract Value and Remaining Protected Balance have been reduced to zero) until the day of the first death of an Owner or the date of death of the sole surviving Annuitant (death of any Annuitant for Non-Natural Owners), whichever occurs first.

FINANCIAL HIGHLIGHTS (CONDENSED FINANCIAL INFORMATION)

The table below is designed to help you understand how the Variable Investment Options available under Pacific Destinations O-Series have performed. It shows the value of a Subaccount Unit at the beginning and end of each period, as well as the number of Subaccount Units at the end of each period. A Subaccount Unit is also called an Accumulation Unit.

You should read the table in conjunction with the financial statements for Separate Account A, which are included in its annual report dated as of December 31, 2019.

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Comstock						
2019	\$18.43	\$22.82	27,000	\$18.18	\$22.46	12,101
2018	\$21.19	\$18.43	26,929	\$20.94	\$18.18	11,449
2017	\$18.13	\$21.19	27,296	\$17.95	\$20.94	12,040
2016	\$15.55	\$18.13	27,863	\$15.42	\$17.95	12,598
2015	\$16.67	\$15.55	32,157	\$16.57	\$15.42	12,875
2014	\$15.39	\$16.67	22,870	\$15.33	\$16.57	8,799
2013	\$11.44	\$15.39	15,169	\$11.41	\$15.33	5,260
04/09/2012 - 12/31/2012	\$10.63	\$11.44	4,009	\$10.29	\$11.41	3,269
Diversified Bond						
2019	\$12.24	\$13.73	31,136	\$12.07	\$13.51	29,785
2018	\$12.50	\$12.24	23,110	\$12.35	\$12.07	25,015
2017	\$11.79	\$12.50	17,886	\$11.67	\$12.35	687
2016	\$11.30	\$11.79	6,458	\$11.96	\$11.67	692
05/22/2015 - 12/31/2015	\$11.40	\$11.30	485	N/A	N/A	N/A
Dividend Growth						
2019	\$20.92	\$27.13	25,442	\$20.63	\$26.70	21,299
2018	\$21.35	\$20.92	24,902	\$21.10	\$20.63	27,411
2017	\$18.07	\$21.35	25,262	\$17.89	\$21.10	28,613
2016	\$16.33	\$18.07	25,899	\$16.20	\$17.89	17,890
2015	\$16.12	\$16.33	29,637	\$16.02	\$16.20	11,535
2014	\$14.49	\$16.12	29,262	\$14.43	\$16.02	7,817
2013	\$11.22	\$14.49	24,262	\$11.20	\$14.43	4,459
02/17/2012 - 12/31/2012	\$10.53	\$11.22	10,019	\$10.43	\$11.20	2,686
Emerging Markets						
2019	\$12.74	\$15.88	2,388	\$12.56	\$15.63	7,239
2018	\$14.59	\$12.74	2,567	\$14.41	\$12.56	9,632
2017	\$10.92	\$14.59	2,476	\$10.82	\$14.41	9,914
2016	\$10.34	\$10.92	2,319	\$10.26	\$10.82	4,288
2015	\$12.12	\$10.34	2,776	\$12.05	\$10.26	3,979
2014	\$12.85	\$12.12	2,448	\$12.04	\$12.05	1,459
2013	\$11.91	\$12.85	2,372	N/A	N/A	N/A
02/22/2012 - 12/31/2012	\$11.26	\$11.91	1,068	N/A	N/A	N/A
Emerging Markets Debt						
2019	\$11.32	\$12.31	212	N/A	N/A	N/A
2018	\$12.06	\$11.32	213	N/A	N/A	N/A
2017	\$10.75	\$12.06	214	N/A	N/A	N/A
2016	\$9.25	\$10.75	216	N/A	N/A	N/A
2015	\$9.75	\$9.25	217	N/A	N/A	N/A
2014	\$10.22	\$9.75	4,269	N/A	N/A	N/A
05/30/2013 - 12/31/2013	\$10.72	\$10.22	3,996	N/A	N/A	N/A
Equity Index						
2019	\$21.07	\$27.42	6,983	\$20.78	\$26.98	29,451
2018	\$22.28	\$21.07	2,949	\$22.02	\$20.78	30,662
2017	\$18.48	\$22.28	1,909	\$18.30	\$22.02	18,416
2016	\$16.68	\$18.48	2,026	\$16.55	\$18.30	16,995
2015	\$16.62	\$16.68	315	\$16.52	\$16.55	15,565
2014	\$14.77	\$16.62	332	\$16.71	\$16.52	1,496
2013	\$11.28	\$14.77	362	N/A	N/A	N/A
02/17/2012 - 12/31/2012	\$10.64	\$11.28	387	N/A	N/A	N/A
Floating Rate Income						
2019	\$11.61	\$11.97	9,551	\$11.03	\$11.81	168
2018	N/A	N/A	N/A	\$11.14	\$11.03	0
2017	N/A	N/A	N/A	\$10.84	\$11.14	0
2016	N/A	N/A	N/A	\$10.09	\$10.84	0
2015	N/A	N/A	N/A	\$10.10	\$10.09	2,270
03/05/2014 - 12/31/2014	N/A	N/A	N/A	\$10.23	\$10.10	2,226

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Focused Growth						
2019	\$25.72	\$34.58	0	\$25.36	\$34.03	4,032
2018	\$24.68	\$25.72	0	\$24.39	\$25.36	3,838
2017	\$19.20	\$24.68	0	\$19.01	\$24.39	4,321
2016	\$17.00	\$19.20	0	\$18.75	\$19.01	1,949
11/16/2015 - 12/31/2015	N/A	N/A	N/A	\$18.68	\$18.75	1,888
Growth						
2019	\$23.77	\$32.59	7,133	\$23.44	\$32.07	4,777
2018	\$23.39	\$23.77	5,979	\$23.11	\$23.44	3,278
2017	\$17.90	\$23.39	6,476	\$17.72	\$23.11	2,538
2016	\$18.28	\$17.90	3,247	\$17.50	\$17.72	201
2015	N/A	N/A	N/A	\$16.44	\$17.50	1,806
03/03/2014 - 12/31/2014	N/A	N/A	N/A	\$15.57	\$16.44	1,812
High Yield Bond						
2019	\$13.37	\$15.13	5,609	\$13.19	\$14.89	4,976
2018	\$13.93	\$13.37	6,033	\$13.76	\$13.19	4,921
2017	\$13.02	\$13.93	6,329	\$12.90	\$13.76	4,929
2016	\$11.37	\$13.02	5,214	\$12.60	\$12.90	105
2015	\$12.02	\$11.37	5,243	N/A	N/A	N/A
2014	\$12.06	\$12.02	5,143	N/A	N/A	N/A
2013	\$11.33	\$12.06	4,897	N/A	N/A	N/A
03/01/2012 - 12/31/2012	\$10.45	\$11.33	4,613	N/A	N/A	N/A
Inflation Managed						
2019	\$10.05	\$10.84	10,539	N/A	N/A	N/A
02/26/2018 - 12/31/2018	\$10.17	\$10.05	2,616	N/A	N/A	N/A
International Large-Cap						
2019	\$14.57	\$18.51	31,808	\$14.36	\$18.22	18,875
2018	\$16.64	\$14.57	30,603	\$16.44	\$14.36	18,987
2017	\$13.15	\$16.64	29,468	\$13.02	\$16.44	17,685
2016	\$13.26	\$13.15	34,210	\$13.15	\$13.02	17,736
2015	\$13.42	\$13.26	35,417	\$13.34	\$13.15	17,355
2014	\$14.23	\$13.42	26,018	\$14.18	\$13.34	13,164
2013	\$12.11	\$14.23	15,181	\$12.08	\$14.18	7,186
04/09/2012 - 12/31/2012	\$10.97	\$12.11	4,047	\$10.26	\$12.08	4,320
International Small-Cap						
2019	N/A	N/A	N/A	\$15.58	\$18.53	6,866
2018	N/A	N/A	N/A	\$20.20	\$15.58	5,801
2017	N/A	N/A	N/A	\$15.46	\$20.20	5,320
02/19/2016 - 12/31/2016	N/A	N/A	N/A	\$13.82	\$15.46	941
International Value						
2019	\$12.63	\$14.61	6,756	\$12.45	\$14.38	5,151
2018	\$14.96	\$12.63	6,534	\$14.78	\$12.45	7,374
2017	\$12.40	\$14.96	6,509	\$12.27	\$14.78	4,889
2016	\$12.13	\$12.40	6,067	\$12.03	\$12.27	5,103
2015	\$12.55	\$12.13	5,552	\$12.48	\$12.03	4,085
2014	\$14.14	\$12.55	2,375	\$13.57	\$12.48	4,097
2013	\$11.71	\$14.14	2,116	N/A	N/A	N/A
03/01/2012 - 12/31/2012	\$11.27	\$11.71	2,299	N/A	N/A	N/A
Large-Cap Growth						
2019	\$28.65	\$31.26	0	\$23.47	\$30.76	0
2018	N/A	N/A	N/A	\$23.25	\$23.47	0
2017	N/A	N/A	N/A	\$17.56	\$23.25	0
2016	N/A	N/A	N/A	\$17.64	\$17.56	0
2015	N/A	N/A	N/A	\$16.78	\$17.64	2,568
03/05/2014 - 12/31/2014	N/A	N/A	N/A	\$16.16	\$16.78	2,729
Large-Cap Value						
2019	\$18.13	\$23.12	5,432	\$17.88	\$22.76	951
2018	\$20.16	\$18.13	5,343	\$19.92	\$17.88	956
2017	\$17.82	\$20.16	5,305	\$17.64	\$19.92	275
2016	\$15.91	\$17.82	5,134	\$15.78	\$17.64	288
02/13/2015 - 12/31/2015	\$15.52	\$15.91	5,394	\$16.57	\$15.78	366
Main Street Core						
2019	\$19.80	\$25.96	11,186	\$19.52	\$25.55	8,210
2018	\$21.62	\$19.80	11,871	\$21.37	\$19.52	13,579
2017	\$18.61	\$21.62	11,655	\$18.42	\$21.37	9,335
2016	\$16.76	\$18.61	12,311	\$16.63	\$18.42	3,722
2015	\$16.34	\$16.76	13,322	\$16.24	\$16.63	961
2014	\$14.86	\$16.34	6,934	\$14.80	\$16.24	1,017
2013	\$11.36	\$14.86	3,901	\$13.13	\$14.80	626
04/09/2012 - 12/31/2012	\$11.11	\$11.36	1,220	N/A	N/A	N/A

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Managed Bond						
2019	\$11.50	\$12.39	22,483	\$11.34	\$12.19	5,860
2018	\$11.66	\$11.50	12,497	\$11.52	\$11.34	2,066
2017	\$11.22	\$11.66	6,212	\$11.11	\$11.52	2,075
2016	\$10.99	\$11.22	5,618	\$10.96	\$11.11	2,085
2015	\$11.01	\$10.99	5,788	N/A	N/A	N/A
2014	\$10.62	\$11.01	6,040	N/A	N/A	N/A
2013	\$10.94	\$10.62	5,953	N/A	N/A	N/A
04/09/2012 - 12/31/2012	\$10.28	\$10.94	3,219	N/A	N/A	N/A
Mid-Cap Equity						
2019	\$19.17	\$22.99	3,273	\$18.90	\$22.62	625
2018	\$21.39	\$19.17	1,355	\$20.30	\$18.90	650
2017	\$17.34	\$21.39	1,379	N/A	N/A	N/A
09/06/2016 - 12/31/2016	\$16.05	\$17.34	1,246	N/A	N/A	N/A
Mid-Cap Growth						
2019	\$18.63	\$25.60	15,435	\$18.37	\$25.20	10,863
2018	\$18.74	\$18.63	16,973	\$18.52	\$18.37	9,289
2017	\$14.81	\$18.74	19,072	\$14.66	\$18.52	10,690
2016	\$14.04	\$14.81	19,449	\$13.93	\$14.66	10,150
2015	\$15.01	\$14.04	20,794	\$14.92	\$13.93	7,263
2014	\$13.94	\$15.01	12,124	\$13.88	\$14.92	4,669
2013	\$10.55	\$13.94	6,244	\$10.53	\$13.88	2,346
04/09/2012 - 12/31/2012	\$11.29	\$10.55	1,369	\$10.43	\$10.53	1,427
Mid-Cap Value						
2019	\$17.10	\$22.06	7,328	\$16.87	\$21.71	2,605
2018	\$20.22	\$17.10	7,379	\$19.98	\$16.87	2,318
2017	\$17.65	\$20.22	7,584	\$17.47	\$19.98	2,127
2016	\$15.42	\$17.65	8,119	\$15.30	\$17.47	0
2015	\$15.60	\$15.42	6,387	\$15.50	\$15.30	1,460
2014	\$14.76	\$15.60	6,767	\$15.20	\$15.50	1,494
2013	\$11.10	\$14.76	6,855	N/A	N/A	N/A
02/17/2012 - 12/31/2012	\$10.74	\$11.10	6,655	N/A	N/A	N/A
Pacific Dynamix – Conservative Growth						
2019	\$13.30	\$15.24	8,872	\$13.12	\$15.00	1,478
2018	\$13.94	\$13.30	9,033	\$13.77	\$13.12	1,486
2017	\$12.77	\$13.94	5,948	\$13.63	\$13.77	367
2016	\$12.04	\$12.77	5,980	N/A	N/A	N/A
2015	\$12.27	\$12.04	3,598	N/A	N/A	N/A
2014	\$11.72	\$12.27	8,113	N/A	N/A	N/A
02/05/2013 - 12/31/2013	\$10.99	\$11.72	2,871	N/A	N/A	N/A
Pacific Dynamix – Growth						
2019	\$15.93	\$19.44	11,891	\$15.71	\$19.13	4,722
2018	\$17.31	\$15.93	693	\$17.11	\$15.71	4,661
2017	\$14.84	\$17.31	691	\$14.70	\$17.11	4,083
2016	\$13.57	\$14.84	714	\$13.47	\$14.70	1,274
2015	\$14.02	\$13.57	729	\$13.94	\$13.47	1,287
2014	\$14.07	\$14.02	725	\$13.35	\$13.94	918
2013	N/A	N/A	N/A	\$11.14	\$13.35	921
06/25/2012 - 12/31/2012	N/A	N/A	N/A	\$10.11	\$11.14	957
Pacific Dynamix – Moderate Growth						
2019	\$14.58	\$17.21	96,364	\$14.38	\$16.94	14,369
2018	\$15.55	\$14.58	99,642	\$15.37	\$14.38	13,814
2017	\$13.77	\$15.55	74,649	\$13.63	\$15.37	13,350
2016	\$12.79	\$13.77	74,979	\$12.69	\$13.63	9,861
2015	\$13.13	\$12.79	56,557	\$13.05	\$12.69	9,555
2014	\$12.54	\$13.13	16,433	\$12.49	\$13.05	9,696
2013	\$10.99	\$12.54	16,443	\$10.97	\$12.49	9,815
04/05/2012 - 12/31/2012	\$10.62	\$10.99	10,526	\$10.53	\$10.97	9,720
Portfolio Optimization Aggressive-Growth						
2019	\$15.95	\$19.59	12,838	\$15.73	\$19.28	0
2018	\$17.73	\$15.95	12,689	\$17.52	\$15.73	0
2017	\$15.06	\$17.73	11,987	\$14.92	\$17.52	0
2016	\$13.88	\$15.06	12,139	\$13.77	\$14.92	447
2015	\$13.54	\$13.88	12,406	\$14.03	\$13.77	451
2014	N/A	N/A	N/A	\$13.45	\$14.03	455
2013	N/A	N/A	N/A	\$11.24	\$13.45	459
06/25/2012 - 12/31/2012	N/A	N/A	N/A	\$10.11	\$11.24	475

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Portfolio Optimization Conservative						
2019	\$12.13	\$13.51	35,918	\$11.97	\$13.30	1,409
2018	\$12.65	\$12.13	51,752	\$12.50	\$11.97	1,407
2017	\$11.87	\$12.65	36,362	\$11.75	\$12.50	1,402
2016	\$11.30	\$11.87	44,262	\$11.35	\$11.75	1,398
2015	\$11.39	\$11.30	11,250	N/A	N/A	N/A
2014	\$11.10	\$11.39	5,886	N/A	N/A	N/A
01/17/2013 - 12/31/2013	\$10.95	\$11.10	6,265	N/A	N/A	N/A
Portfolio Optimization Growth						
2019	\$15.27	\$18.44	0	N/A	N/A	N/A
2018	\$16.76	\$15.27	0	N/A	N/A	N/A
2017	\$14.51	\$16.76	0	N/A	N/A	N/A
2016	\$13.43	\$14.51	0	N/A	N/A	N/A
2015	\$13.58	\$13.43	0	N/A	N/A	N/A
2014	\$13.02	\$13.58	25,551	N/A	N/A	N/A
05/30/2013 - 12/31/2013	\$12.13	\$13.02	25,350	N/A	N/A	N/A
Portfolio Optimization Moderate						
2019	\$14.23	\$16.73	70,082	\$14.04	\$16.47	47,167
2018	\$15.35	\$14.23	72,051	\$15.16	\$14.04	82,971
2017	\$13.66	\$15.35	82,338	\$13.52	\$15.16	81,966
2016	\$12.73	\$13.66	79,527	\$12.63	\$13.52	82,292
2015	\$12.87	\$12.73	48,643	\$12.80	\$12.63	66,088
2014	\$12.40	\$12.87	20,362	\$12.35	\$12.80	62,182
2013	\$11.08	\$12.40	31,481	\$11.06	\$12.35	55,039
02/23/2012 - 12/31/2012	\$10.57	\$11.08	24,747	\$10.34	\$11.06	33,698
Portfolio Optimization Moderate-Conservative						
2019	\$13.22	\$15.13	11,938	\$13.04	\$14.89	9,154
2018	\$14.02	\$13.22	12,735	\$13.85	\$13.04	9,877
2017	\$12.75	\$14.02	12,335	\$12.62	\$13.85	10,552
2016	\$12.03	\$12.75	12,508	\$11.93	\$12.62	11,186
2015	\$12.17	\$12.03	14,563	\$12.10	\$11.93	12,168
2014	\$12.31	\$12.17	19,378	\$11.74	\$12.10	17,319
04/08/2013 - 12/31/2013	N/A	N/A	N/A	\$11.29	\$11.74	18,181
Real Estate						
2019	\$15.25	\$19.88	8,316	\$15.04	\$19.56	1,449
2018	\$16.61	\$15.25	6,909	\$16.41	\$15.04	2,218
2017	\$16.21	\$16.61	7,177	\$16.05	\$16.41	2,228
2016	\$15.32	\$16.21	6,987	\$15.20	\$16.05	2,037
2015	\$15.20	\$15.32	6,961	\$15.11	\$15.20	1,976
2014	\$11.73	\$15.20	4,224	\$13.95	\$15.11	1,692
2013	\$11.62	\$11.73	5,064	N/A	N/A	N/A
03/01/2012 - 12/31/2012	\$10.70	\$11.62	4,602	N/A	N/A	N/A
Short Duration Bond						
2019	\$10.33	\$10.68	83,027	\$10.18	\$10.51	75,080
2018	\$10.29	\$10.33	78,288	\$10.16	\$10.18	71,229
2017	\$10.24	\$10.29	79,188	\$10.13	\$10.16	63,033
2016	\$10.14	\$10.24	75,955	\$10.06	\$10.13	46,407
2015	\$10.19	\$10.14	84,340	\$10.13	\$10.06	46,979
2014	\$10.19	\$10.19	72,327	\$10.15	\$10.13	33,547
2013	\$10.23	\$10.19	45,757	\$10.21	\$10.15	21,251
02/17/2012 - 12/31/2012	\$10.07	\$10.23	14,931	\$10.10	\$10.21	11,274
Small-Cap Equity						
2019	\$16.92	\$20.81	6,684	\$16.68	\$20.48	1,523
2018	\$19.57	\$16.92	4,180	\$19.34	\$16.68	1,420
2017	\$18.14	\$19.57	4,105	\$18.01	\$19.34	1,379
2016	\$14.01	\$18.14	3,557	N/A	N/A	N/A
05/15/2015 - 12/31/2015	\$15.52	\$14.01	3,091	N/A	N/A	N/A
Small-Cap Growth (formerly called Developing Growth)						
2019	\$17.56	\$22.99	5,583	\$17.32	\$22.63	5,810
2018	\$16.77	\$17.56	5,815	\$16.57	\$17.32	5,969
2017	\$12.97	\$16.77	7,422	\$12.84	\$16.57	5,538
2016	\$13.40	\$12.97	8,313	\$13.29	\$12.84	5,510
2015	\$14.73	\$13.40	9,301	\$14.64	\$13.29	5,492
2014	\$14.79	\$14.73	8,908	\$14.73	\$14.64	4,823
2013	\$11.13	\$14.79	6,596	\$11.11	\$14.73	2,538
04/09/2012 - 12/31/2012	\$10.82	\$11.13	1,857	\$10.37	\$11.11	1,558

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Small-Cap Index						
2019	\$18.11	\$22.43	1,463	\$17.85	\$22.07	8,301
2018	\$20.63	\$18.11	1,400	\$20.38	\$17.85	6,984
2017	\$18.22	\$20.63	1,557	\$18.04	\$20.38	2,265
2016	\$15.21	\$18.22	320	\$15.09	\$18.04	2,266
2015	\$16.12	\$15.21	321	\$16.02	\$15.09	4,513
2014	\$15.56	\$16.12	323	\$16.05	\$16.02	2,284
2013	\$11.34	\$15.56	324	N/A	N/A	N/A
07/16/2012 - 12/31/2012	\$10.58	\$11.34	326	N/A	N/A	N/A
Small-Cap Value						
2019	\$16.41	\$19.97	2,737	\$16.18	\$19.65	6,730
2018	\$19.75	\$16.41	2,948	\$19.52	\$16.18	5,097
2017	\$18.32	\$19.75	2,832	\$18.13	\$19.52	6,028
2016	\$14.42	\$18.32	2,813	\$14.13	\$18.13	2,105
2015	N/A	N/A	N/A	\$14.91	\$14.13	2,157
03/03/2014 - 12/31/2014	N/A	N/A	N/A	\$14.13	\$14.91	1,862
Value Advantage						
2019	\$14.75	\$18.58	3,416	\$14.58	\$18.34	5,498
2018	\$16.34	\$14.75	3,569	\$16.19	\$14.58	4,433
2017	\$14.40	\$16.34	3,218	\$14.30	\$16.19	2,629
09/21/2016 - 12/31/2016	\$13.19	\$14.40	1,797	\$13.57	\$14.30	163
Invesco V.I. Equity and Income Fund Series II						
2019	\$11.05	\$13.16	5,878	\$10.96	\$13.03	30,423
2018	\$12.33	\$11.05	5,269	\$12.25	\$10.96	29,261
2017	\$11.22	\$12.33	3,218	\$11.17	\$12.25	22,758
2016	\$9.84	\$11.22	2,582	\$9.82	\$11.17	17,617
07/24/2015 - 12/31/2015	\$9.75	\$9.84	768	\$10.25	\$9.82	11,190
American Century VP Mid Cap Value Fund Class II						
2019	\$15.85	\$20.29	2,506	\$15.66	\$20.01	5,410
2018	\$18.35	\$15.85	2,677	\$18.17	\$15.66	5,541
2017	\$16.58	\$18.35	2,676	\$16.46	\$18.17	4,771
2016	\$13.62	\$16.58	2,693	\$13.54	\$16.46	1,808
2015	\$13.27	\$13.62	565	\$13.89	\$13.54	1,084
03/03/2014 - 12/31/2014	N/A	N/A	N/A	\$12.16	\$13.89	1,087
American Funds IS Asset Allocation Fund Class 4						
2019	\$12.25	\$14.71	48,115	\$12.14	\$14.54	52,974
2018	\$12.97	\$12.25	39,454	\$12.88	\$12.14	59,522
2017	\$11.28	\$12.97	33,417	\$11.22	\$12.88	59,769
2016	\$10.41	\$11.28	24,351	\$10.37	\$11.22	51,334
2015	\$10.37	\$10.41	10,070	\$10.54	\$10.37	22,109
06/20/2014 - 12/31/2014	\$10.31	\$10.37	2,615	N/A	N/A	N/A
American Funds IS Blue Chip Income and Growth Fund Class 4						
2019	\$12.03	\$14.46	16,168	\$11.96	\$14.34	9,876
2018	\$13.31	\$12.03	14,522	\$13.25	\$11.96	9,677
2017	\$11.49	\$13.31	10,953	\$11.47	\$13.25	9,713
03/07/2016 - 12/31/2016	\$10.88	\$11.49	1,715	\$10.05	\$11.47	6,255
American Funds IS Bond Fund Class 4						
2019	\$10.19	\$11.04	19,826	\$10.13	\$10.94	52,056
2018	\$10.36	\$10.19	15,450	\$10.32	\$10.13	41,248
2017	\$10.11	\$10.36	12,285	\$10.08	\$10.32	40,281
07/27/2016 - 12/31/2016	\$10.38	\$10.11	3,733	\$10.41	\$10.08	8,583
American Funds IS Capital Income Builder Class 4						
2019	\$10.26	\$11.98	10,516	\$10.17	\$11.84	28,652
2018	\$11.15	\$10.26	9,591	\$11.07	\$10.17	24,904
2017	\$9.97	\$11.15	6,959	\$9.92	\$11.07	18,668
2016	\$9.68	\$9.97	6,410	\$9.65	\$9.92	18,640
2015	\$9.93	\$9.68	4,123	\$9.92	\$9.65	10,164
06/20/2014 - 12/31/2014	\$10.23	\$9.93	1,004	\$10.19	\$9.92	490
American Funds IS Capital World Bond Fund Class 4 (formerly called American Funds IS Global Bond Fund Class 4)						
2019	\$10.30	\$11.00	8,701	\$10.24	\$10.91	11,715
2018	\$10.55	\$10.30	6,549	\$10.51	\$10.24	4,032
2017	\$9.97	\$10.55	4,676	\$9.95	\$10.51	4,009
09/21/2016 - 12/31/2016	\$9.81	\$9.97	3,091	\$10.42	\$9.95	621

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
American Funds IS Global Balanced Fund Class 4						
2019	\$11.19	\$13.35	19,630	\$11.12	\$13.24	13,172
2018	\$12.23	\$11.19	14,683	\$11.99	\$11.12	13,406
2017	N/A	N/A	N/A	\$10.14	\$11.99	2,962
04/04/2016 - 12/31/2016	N/A	N/A	N/A	\$9.92	\$10.14	1,740
American Funds IS Global Growth and Income Fund Class 4						
2019	\$11.62	\$15.07	3,347	\$11.54	\$14.95	6,438
2018	\$12.99	\$11.62	1,887	\$12.93	\$11.54	6,598
2017	\$10.61	\$12.99	2,066	\$10.38	\$12.93	6,304
2016	N/A	N/A	N/A	\$9.79	\$10.38	5,281
11/16/2015 - 12/31/2015	N/A	N/A	N/A	\$9.85	\$9.79	3,582
American Funds IS Global Growth Fund Class 4						
2019	\$12.79	\$17.12	4,096	\$12.67	\$16.92	13,281
2018	\$14.19	\$12.79	3,956	\$14.09	\$12.67	14,405
2017	\$10.91	\$14.19	3,721	\$10.85	\$14.09	14,225
2016	\$10.95	\$10.91	4,136	\$10.91	\$10.85	7,674
04/06/2015 - 12/31/2015	\$11.08	\$10.95	3,947	\$11.19	\$10.91	2,356
American Funds IS Global Small Capitalization Fund Class 4						
2019	\$11.01	\$14.34	1,039	\$10.94	\$14.22	9,567
2018	\$12.44	\$11.01	1,055	\$12.39	\$10.94	5,355
2017	\$9.98	\$12.44	585	\$9.95	\$12.39	5,237
03/07/2016 - 12/31/2016	\$9.87	\$9.98	589	\$9.87	\$9.95	2,258
American Funds IS Growth Fund Class 4						
2019	\$15.55	\$20.13	4,133	\$15.40	\$19.90	1,459
2018	\$15.75	\$15.55	3,342	\$15.63	\$15.40	1,466
2017	\$12.39	\$15.75	3,380	\$12.33	\$15.63	1,522
2016	\$11.43	\$12.39	1,727	\$11.40	\$12.33	1,578
2015	\$11.41	\$11.43	1,745	\$10.79	\$11.40	1,605
07/25/2014 - 12/31/2014	N/A	N/A	N/A	\$10.49	\$10.79	476
American Funds IS Growth-Income Fund Class 4						
2019	\$14.12	\$17.63	3,539	N/A	N/A	N/A
2018	\$14.52	\$14.12	3,609	N/A	N/A	N/A
2017	\$11.98	\$14.52	2,453	N/A	N/A	N/A
2016	\$10.85	\$11.98	705	N/A	N/A	N/A
09/09/2015 - 12/31/2015	\$10.47	\$10.85	715	N/A	N/A	N/A
American Funds IS High-Income Bond Fund Class 4						
2019	\$11.28	\$12.57	7,456	\$11.21	\$12.47	9,484
2018	\$11.68	\$11.28	7,560	\$11.63	\$11.21	7,787
2017	\$11.13	\$11.68	7,412	\$11.01	\$11.63	7,718
08/29/2016 - 12/31/2016	N/A	N/A	N/A	\$10.65	\$11.01	1,730
American Funds IS International Fund Class 4						
2019	\$10.46	\$12.73	9,674	\$10.36	\$12.59	11,591
2018	\$12.17	\$10.46	2,294	\$12.08	\$10.36	7,167
2017	\$9.66	\$12.17	2,267	\$9.24	\$12.08	6,730
2016	N/A	N/A	N/A	\$9.04	\$9.24	1,930
06/22/2015 - 12/31/2015	N/A	N/A	N/A	\$10.40	\$9.04	1,815
American Funds IS International Growth and Income Fund Class 4						
2019	\$9.51	\$11.56	1,525	\$9.42	\$11.43	3,565
2018	\$10.82	\$9.51	0	\$10.74	\$9.42	4,171
2017	\$8.74	\$10.82	0	\$8.70	\$10.74	4,063
2016	\$8.71	\$8.74	0	\$8.68	\$8.70	4,960
02/24/2015 - 12/31/2015	\$9.68	\$8.71	0	\$9.72	\$8.68	4,811
American Funds IS New World Fund Class 4						
2019	\$10.04	\$12.83	13,288	\$9.94	\$12.69	9,251
2018	\$11.79	\$10.04	9,919	\$11.71	\$9.94	8,858
2017	\$9.21	\$11.79	8,956	\$9.16	\$11.71	8,195
2016	\$8.83	\$9.21	9,178	\$8.80	\$9.16	2,830
2015	\$9.21	\$8.83	6,282	\$9.19	\$8.80	1,455
07/25/2014 - 12/31/2014	\$9.80	\$9.21	1,180	\$10.58	\$9.19	472

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
American Funds IS U.S. Government/AAA-Rated Securities Fund Class 4						
2019	\$10.25	\$10.69	3,667	N/A	N/A	N/A
2018	\$10.27	\$10.25	5,024	N/A	N/A	N/A
2017	\$10.22	\$10.27	5,351	N/A	N/A	N/A
01/25/2016 - 12/31/2016	\$10.29	\$10.22	3,538	N/A	N/A	N/A
BlackRock Capital Appreciation V.I. Fund Class III						
2019	\$22.10	\$28.85	9,941	\$21.79	\$28.39	5,321
2018	\$21.80	\$22.10	10,529	\$21.54	\$21.79	5,709
2017	\$16.52	\$21.80	12,041	\$16.36	\$21.54	6,882
2016	\$16.67	\$16.52	15,660	\$16.54	\$16.36	7,500
2015	\$15.75	\$16.67	13,593	\$15.66	\$16.54	7,603
2014	\$14.62	\$15.75	11,817	\$14.56	\$15.66	7,206
2013	\$11.04	\$14.62	12,839	\$11.02	\$14.56	7,193
04/09/2012 - 12/31/2012	\$11.12	\$11.04	5,741	\$10.39	\$11.02	5,905
BlackRock Global Allocation V.I. Fund Class III						
2019	\$12.98	\$15.17	82,482	\$12.80	\$14.93	59,098
2018	\$14.15	\$12.98	99,527	\$13.98	\$12.80	59,455
2017	\$12.54	\$14.15	89,741	\$12.41	\$13.98	57,973
2016	\$12.17	\$12.54	88,188	\$12.07	\$12.41	59,869
2015	\$12.38	\$12.17	80,878	\$12.31	\$12.07	53,700
2014	\$12.24	\$12.38	82,094	\$12.19	\$12.31	52,183
2013	\$10.78	\$12.24	48,504	\$10.76	\$12.19	26,177
02/17/2012 - 12/31/2012	\$10.61	\$10.78	24,472	\$10.06	\$10.76	12,553
Fidelity VIP Contrafund Portfolio Service Class 2						
2019	\$16.26	\$21.18	15,146	\$16.07	\$20.89	29,060
2018	\$17.54	\$16.26	11,111	\$17.37	\$16.07	24,012
2017	\$14.54	\$17.54	11,478	\$14.42	\$17.37	21,968
2016	\$13.60	\$14.54	7,499	\$13.52	\$14.42	18,998
2015	\$13.63	\$13.60	4,981	\$13.59	\$13.52	15,161
07/25/214 - 12/31/214	N/A	N/A	N/A	\$13.08	\$13.59	8,184
Fidelity VIP FundsManager 60% Portfolio Service Class 2						
2019	\$14.00	\$16.71	15,888	\$13.82	\$16.46	4,925
2018	\$15.09	\$14.00	17,234	\$14.92	\$13.82	13,365
2017	\$13.02	\$15.09	18,465	\$12.90	\$14.92	14,389
2016	\$12.54	\$13.02	19,446	\$12.44	\$12.90	15,219
2015	\$12.60	\$12.54	9,013	\$12.53	\$12.44	12,423
2014	\$12.06	\$12.60	10,591	\$12.28	\$12.53	5,463
2013	\$10.26	\$12.06	10,625	N/A	N/A	N/A
06/04/2012 - 12/31/2012	\$9.39	\$10.26	10,300	N/A	N/A	N/A
Fidelity VIP Government Money Market Portfolio Service Class						
2019	\$9.87	\$9.99	23,367	\$9.78	\$9.88	8,739
2018	\$9.86	\$9.87	3,135	\$9.73	\$9.78	1,700
2017	N/A	N/A	N/A	\$9.76	\$9.73	1,708
2016	N/A	N/A	N/A	\$9.84	\$9.76	1,716
04/24/2015 - 12/31/2015	N/A	N/A	N/A	\$9.91	\$9.84	1,725
Fidelity VIP Strategic Income Portfolio Service Class 2						
2019	\$10.99	\$12.08	7,824	\$10.88	\$11.93	7,193
2018	\$11.40	\$10.99	8,013	\$11.31	\$10.88	7,203
2017	\$10.68	\$11.40	5,782	\$10.61	\$11.31	6,859
2016	\$9.96	\$10.68	5,489	\$9.92	\$10.61	6,819
2015	\$10.47	\$9.96	5,056	\$10.21	\$9.92	6,396
07/25/214 - 12/31/214	N/A	N/A	N/A	\$10.45	\$10.21	478
First Trust/Dow Jones Dividend & Income Allocation Portfolio Class I						
2019	\$14.86	\$17.82	49,901	\$14.67	\$17.55	15,994
2018	\$15.75	\$14.86	49,042	\$15.57	\$14.67	23,750
2017	\$13.98	\$15.75	44,614	\$13.85	\$15.57	23,575
2016	\$12.61	\$13.98	32,548	\$12.52	\$13.85	25,747
2015	\$12.69	\$12.61	18,070	\$12.63	\$12.52	5,940
2014	\$11.62	\$12.69	10,159	\$11.58	\$12.63	2,690
2013	\$10.63	\$11.62	3,202	\$10.37	\$11.58	2,328
06/25/2012 - 12/31/2012	N/A	N/A	N/A	\$9.84	\$10.37	2,019

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Franklin Allocation VIP Fund Class 2						
2019	\$14.87	\$17.68	905	\$14.66	\$17.40	5,272
2018	\$16.58	\$14.87	196	\$16.38	\$14.66	5,572
2017	\$14.92	\$16.58	197	\$14.77	\$16.38	5,126
2016	\$13.28	\$14.92	199	\$13.17	\$14.77	7,120
2015	\$14.26	\$13.28	200	\$14.18	\$13.17	6,066
2014	\$13.97	\$14.26	193	\$13.92	\$14.18	2,432
2013	\$13.00	\$13.97	191	\$11.35	\$13.92	2,394
06/25/2012 - 12/31/2012	N/A	N/A	N/A	\$10.05	\$11.35	2,362
Franklin Mutual Global Discovery VIP Fund Class 2						
2019	\$14.96	\$18.47	46,210	\$14.75	\$18.17	30,346
2018	\$16.98	\$14.96	46,821	\$16.78	\$14.75	29,646
2017	\$15.75	\$16.98	46,627	\$15.60	\$16.78	29,451
2016	\$14.15	\$15.75	47,990	\$14.04	\$15.60	20,202
2015	\$14.79	\$14.15	53,522	\$14.71	\$14.04	19,556
2014	\$14.10	\$14.79	39,268	\$14.04	\$14.71	11,826
2013	\$11.13	\$14.10	28,157	\$11.11	\$14.04	8,313
02/22/2012 - 12/31/2012	\$10.52	\$11.13	12,606	\$10.09	\$11.11	5,134
Franklin Rising Dividends VIP Fund Class 2						
2019	\$16.24	\$20.83	19,476	\$16.05	\$20.54	5,606
2018	\$17.24	\$16.24	20,203	\$17.07	\$16.05	4,968
2017	\$14.40	\$17.24	18,841	\$14.29	\$17.07	5,225
2016	\$12.51	\$14.40	11,971	\$12.43	\$14.29	2,719
2015	\$13.08	\$12.51	8,113	\$12.95	\$12.43	385
2014	\$12.12	\$13.08	2,860	N/A	N/A	N/A
08/19/2013 - 12/31/2013	\$10.98	\$12.12	2,873	N/A	N/A	N/A
Janus Henderson Balanced Portfolio Service Shares						
2019	\$14.90	\$18.08	132,955	\$14.72	\$17.83	176,312
2018	\$14.95	\$14.90	137,608	\$14.80	\$14.72	169,980
2017	\$12.75	\$14.95	123,325	\$12.65	\$14.80	146,656
2016	\$12.31	\$12.75	118,753	\$12.24	\$12.65	157,149
2015	\$12.35	\$12.31	87,867	\$12.31	\$12.24	113,670
2014	\$11.50	\$12.35	11,104	\$11.48	\$12.31	40,043
04/08/2013 - 12/31/2013	\$10.63	\$11.50	7,179	\$10.27	\$11.48	14,037
Lord Abbett Bond Debenture Portfolio Class VC						
2019	\$12.29	\$13.82	8,160	\$12.14	\$13.63	7,867
2018	\$12.90	\$12.29	7,558	\$12.77	\$12.14	7,345
2017	\$11.90	\$12.90	5,911	\$11.81	\$12.77	7,398
2016	\$10.69	\$11.90	2,484	\$10.63	\$11.81	6,345
2015	\$10.94	\$10.69	892	\$10.90	\$10.63	4,818
2014	\$10.56	\$10.94	3,972	\$10.82	\$10.90	4,909
05/30/2013 - 12/31/2013	\$10.29	\$10.56	3,862	N/A	N/A	N/A
Lord Abbett Total Return Portfolio Class VC						
2019	\$11.32	\$12.18	128,430	\$11.16	\$11.98	68,555
2018	\$11.52	\$11.32	131,135	\$11.38	\$11.16	70,310
2017	\$11.18	\$11.52	129,272	\$11.07	\$11.38	70,397
2016	\$10.80	\$11.18	124,104	\$10.71	\$11.07	55,525
2015	\$10.95	\$10.80	138,169	\$10.89	\$10.71	52,840
2014	\$10.40	\$10.95	120,383	\$10.36	\$10.89	44,243
2013	\$10.60	\$10.40	81,306	\$10.58	\$10.36	26,856
02/17/2012 - 12/31/2012	\$10.10	\$10.60	24,726	\$10.29	\$10.58	13,291
MFS Massachusetts Investors Growth Stock Portfolio – Service Class						
2019	\$13.04	\$18.07	24,502	\$12.94	\$17.90	13,367
2018	\$13.06	\$13.04	28,084	\$12.99	\$12.94	13,723
2017	\$10.28	\$13.06	31,396	\$10.24	\$12.99	15,534
2016	\$9.78	\$10.28	35,587	\$9.77	\$10.24	13,710
03/27/2015 - 12/31/2015	\$10.00	\$9.78	41,605	\$10.00	\$9.77	10,963
MFS Total Return Series – Service Class						
2019	\$15.28	\$18.21	29,619	\$15.07	\$17.92	21,950
2018	\$16.35	\$15.28	30,817	\$16.16	\$15.07	22,268
2017	\$14.71	\$16.35	21,314	\$14.56	\$16.16	21,127
2016	\$13.62	\$14.71	20,668	\$13.51	\$14.56	16,730
2015	\$13.80	\$13.62	13,679	\$13.72	\$13.51	13,889
2014	\$12.85	\$13.80	7,268	\$12.79	\$13.72	2,703
05/30/2013 - 12/31/2013	\$12.03	\$12.85	6,614	\$11.96	\$12.79	209

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider I & II		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
MFS Utilities Series – Service Class						
2019	N/A	N/A	N/A	\$13.38	\$16.54	3,774
2018	N/A	N/A	N/A	\$13.40	\$13.38	3,859
2017	N/A	N/A	N/A	\$11.82	\$13.40	3,958
2016	N/A	N/A	N/A	\$10.72	\$11.82	0
2015	N/A	N/A	N/A	\$12.70	\$10.72	1,052
03/05/2014 - 12/31/2014	N/A	N/A	N/A	\$11.74	\$12.70	882
MFS Value Series – Service Class						
2019	\$19.18	\$24.65	26,233	\$18.91	\$24.26	13,080
2018	\$21.56	\$19.18	27,418	\$21.30	\$18.91	13,756
2017	\$18.51	\$21.56	28,314	\$18.32	\$21.30	13,363
2016	\$16.39	\$18.51	26,900	\$16.26	\$18.32	10,041
2015	\$16.67	\$16.39	26,600	\$16.57	\$16.26	7,802
2014	\$15.24	\$16.67	25,941	\$15.18	\$16.57	6,305
2013	\$11.32	\$15.24	21,703	\$11.30	\$15.18	3,928
02/17/2012 - 12/31/2012	\$10.64	\$11.32	14,718	\$10.40	\$11.30	2,519
State Street Total Return V.I.S. Fund Class 3						
2019	\$14.30	\$16.40	4,625	\$14.10	\$16.14	10,240
2018	\$15.43	\$14.30	8,088	\$15.25	\$14.10	11,119
2017	\$13.49	\$15.43	5,005	\$13.35	\$15.25	10,927
2016	\$12.81	\$13.49	5,126	\$12.71	\$13.35	11,074
2015	\$13.08	\$12.81	5,250	\$13.00	\$12.71	11,626
2014	\$12.54	\$13.08	5,519	\$12.49	\$13.00	8,750
2013	\$11.72	\$12.54	2,105	\$11.00	\$12.49	8,909
06/15/2012 - 12/31/2012	N/A	N/A	N/A	\$10.31	\$11.00	5,090
Templeton Global Bond VIP Fund Class 2						
2019	\$11.51	\$11.65	14,614	\$11.35	\$11.47	5,595
2018	\$11.38	\$11.51	14,194	\$11.24	\$11.35	4,050
2017	\$11.25	\$11.38	15,006	\$11.13	\$11.24	4,102
2016	\$11.01	\$11.25	13,839	\$10.92	\$11.13	1,129
2015	\$11.59	\$11.01	13,746	\$11.52	\$10.92	2,187
2014	\$11.47	\$11.59	12,287	\$11.77	\$11.52	2,136
2013	\$11.37	\$11.47	12,033	N/A	N/A	N/A
02/17/2012 - 12/31/2012	\$10.60	\$11.37	8,828	N/A	N/A	N/A
VanEck VIP Global Hard Assets Fund Class S						
2019	N/A	N/A	N/A	\$5.32	\$5.88	2,094
2018	N/A	N/A	N/A	\$7.50	\$5.32	2,073
2017	N/A	N/A	N/A	\$7.73	\$7.50	1,999
2016	N/A	N/A	N/A	\$5.44	\$7.73	1,700
2015	N/A	N/A	N/A	\$8.27	\$5.44	3,719
07/28/2014 - 12/31/2014	N/A	N/A	N/A	\$11.67	\$8.27	2,778

WHERE TO GO FOR MORE INFORMATION

You will find more information about this variable annuity contract and Separate Account A in the Statement of Additional Information (SAI) dated May 1, 2020.

The SAI has been filed with the SEC and is considered to be part of this Prospectus because it is incorporated by reference. The contents of the SAI are described in this Prospectus – see the Table of Contents.

You can get a copy of the SAI at no charge by visiting our website, calling or writing to us, or by contacting the SEC. The SEC may charge you a fee for this information.

The **Pacific Destinations O-Series** variable annuity Contract is offered by Pacific Life & Annuity Company, 700 Newport Center Drive, P.O. Box 9000, Newport Beach, California 92660.

If you have any questions about the Contract, please ask your financial professional or contact us.

How to Contact Us

Call or write our Service Center at:

Pacific Life & Annuity Company
P.O. Box 2829
Omaha, Nebraska 68103-2829

Contract Owners: (800) 748-6907
Financial Professionals: (877) 441-2357
6 a.m. through 5 p.m. Pacific time on any Business Day

Send Purchase Payments, other payments and application forms to our Service Center at the following address:

By mail

Pacific Life & Annuity Company
P.O. Box 2736
Omaha, Nebraska 68103-2736

By overnight delivery service

Pacific Life & Annuity Company
6750 Mercy Road, 4th Floor, RSD
Omaha, Nebraska 68106

How to Contact the SEC

Commission's Public Reference Section
100 F Street, NE
Washington, D.C. 20549
(202) 551-8090
Website: www.sec.gov
e-mail: publicinfo@sec.gov

FINRA Public Disclosure Program

The Financial Industry Regulatory Authority (FINRA) provides investor protection education through its website and printed materials. The FINRA regulation website address is www.finra.org. An investor brochure that includes information describing the BrokerCheck program may be obtained from FINRA. The FINRA BrokerCheck hotline number is (800) 289-9999. FINRA does not charge a fee for the BrokerCheck program services.

Our Privacy Promise

- **We do not sell information about you.**
- **We do not share your information with anyone else for their marketing purposes.**
- **We use your personal information only to help maintain and grow the business relationship you have with us.**

Privacy Notice to Our Customers

As our customer, you trust us to help you achieve financial success and security. We provide this notice because you have a right to know how we protect the privacy of the personal information you share with us. Your knowledge of our privacy principles and practices will confirm the trust you have placed in us.

What Personal Information Do We Collect?

The type of information that we collect depends on the type of product or service you request. This includes:

- Information you provide on an application or other form (for example, name, address, social security number, or income).
- Information we get from other sources such as credit reporting agencies and information to verify employment or income.
- Information about your business relationship and history with us.
- Medical or health information you permit us to receive from doctors or other health care providers.

Much of the personal information we collect is obtained from you. We collect personal information needed only to service and manage your relationship with us.

How Do We Use and Disclose Your Information?

The main use of your information is to confirm your identity in the course of business that we perform at your request. We also use your information to underwrite policies or contracts, process claims, and service your relationship with us.

Information may be disclosed to other entities that provide business services to us related to our relationship with you. This includes administrative, claims, or audit services. Examples are your producer/registered representative, broker, or a reinsurance company. Before we disclose your information, these entities must agree to keep it private. Additionally, we may provide information to individuals and entities with whom you authorize us to share.

We may also share information within our corporate family to service and grow the business relationship we have with you. For example, our business units provide administrative services, assist with policy document preparation and delivery, and provide claims processing assistance. In addition, we may share your information with other Pacific Life business units that offer products and services that may be of interest to you.

If necessary, we disclose information when it is required by law. An example is a routine filing to the Internal Revenue Service (such as a Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud. Examples are reports to a regulatory or law enforcement agency.

What Medical and Health Information Do We Collect?

We may receive medical or health information about you. This may be on an application for insurance or when we process a claim, as approved by you in writing. We do not share that medical or health information among our family of companies. We do not share it with unrelated companies, except as needed to process your transactions. This may be necessary to provide services that you have requested related to your insurance coverage or payment.

How Do We Protect the Security of Your Information?

We have policies to maintain physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to personal information is available only to those people who need to know it in order to help service our relationship with you.

Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you.

Do You Need to Do Anything?

It is not necessary for you to take any action. This is because we do not share your information except to service the business relationship you have with us. You do not need to "opt-out" or "opt-in" as you may have done with other financial companies.

How Can You See And Correct Your Information?

Generally, you have the right to review the personal information we have about you. You must request this in writing. We will not disclose information we have collected in connection with a claim or lawsuit. If you believe that any of the information we have is in error, you may write us and request a correction. Where justified, corrections will be made.

Confidentiality Practices for Victims of Domestic Violence or Abuse

Pacific Life understands that certain personal information may require special handling. This may be especially true in instances where an individual is, or has been, a victim of domestic violence or abuse. This information may include the individual's address, telephone number, name and place of employment, and other contact or location information.

If you are a Pacific Life applicant, policyowner, insured or beneficiary, who is a victim of domestic violence or other abuse, and would like Pacific Life to take steps to further safeguard your information from others or need to remove a previously submitted request, our Customer Service Representatives are available to assist you.

- For Life Insurance policies that have policy numbers beginning with "2L", please call 844-276-0193 from 9:00AM-8:00PM ET.
- For all other Life Insurance policies, please call 800-347-7787 from 5:00AM-5:00PM PT.
- For Annuity Contracts, please call 800-722-4448, from 6:00AM-5:00PM PT.

Please direct inquiries about accessing or correcting your information to the address below:

Pacific Life Privacy Office
700 Newport Center Drive
Newport Beach, CA 92660

If you have questions regarding Our Privacy Promise, please call toll free:

(877) 722-7848

Please have a copy of your policy or contract available when you call so we may provide you with the best service.

You may also review Pacific Life's Online Privacy Policy at www.PacificLife.com.

Pacific Life will provide you a copy of our Privacy Promise annually.

We, Our and Us, as referred to in this notice, includes:

Pacific Life Insurance Company
Pacific Life & Annuity Company
Pacific Select Distributors, LLC
Pacific Life Fund Advisors LLC

Pacific Life Insurance Company is licensed to issue individual life insurance and annuity products in all states except New York. Product availability and features vary by state. Individual life insurance and annuity products are available in New York through Pacific Life & Annuity Company. Each company is solely responsible for the financial obligations accruing under the policies and annuity contracts it issues, and its product and rider guarantees are backed by that company's financial strength and claims-paying ability.

This privacy notice is not part of the Prospectus.

Pacific Life & Annuity Company
Mailing address:
P.O. Box 2829
Omaha, NE 68103-2829

Visit us at our website: www.PacificLife.com

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