Overture Ovation!

Prospectus
May 1, 2026

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     For employers/third party administrators: select **Business Accounts**, click **Employer/Third Party Administrator Sign In** under **Life, Annuities & Disability**.

     Sign in and click on your variable policy number. Open the **Electronic Consent** tab and click **Accept** to receive account information electronically.
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Ameritas Life Insurance Corp.

Ameritas
fulfilling life.

LI 1130 5-26

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VA-2,
Carillon Account and Carillon Life Account

Supplement to:
Corporate Benefit VUL, Overture Applause!,
Overture Applause! II, Overture Bravo!, Overture Encore!,
Overture Viva!, and Overture Annuity III-Plus
Prospectuses Dated May 1, 2007

Excel Choice and Executive Edge
Prospectuses Dated November 5, 2007

Protector *h*VUL and Excel Accumulator
Prospectuses Dated May 1, 2008

Overture Annuity II, Overture Annuity III,
Overture Accent!, and Overture Acclaim!
Prospectuses Dated September 1, 2009

VA I and VA II and VA II SA
Prospectuses Dated December 31, 2009

Excel Performance VUL (NY)
Prospectus Dated May 1, 2010

Advantage VA III
Prospectus Dated May 1, 2012

Overture Medley®
Prospectus Dated May 1, 2016

Excel Performance VUL
Prospectus Dated May 1, 2019

Overture Ovation!, Medley!
and Ameritas Performance II VUL
Prospectuses Dated May 1, 2026

Supplement Dated July 2, 2026

On or about June 15, 2026, Nomura Corporate Research and Asset Management Inc. ("NCRAM") was added as a sub-advisor to Nomura VIP Balanced Series (the "Fund").

Therefore, effective June 15, 2026, NCRAM is added as a sub-advisor for the Fund in the list of Portfolio Companies Available Under the Policy.

All other provisions of your Policy remain as stated in your Policy and prospectus as supplemented.

Please retain this Supplement with the current prospectus for your variable Policy with Ameritas Life.

If you do not have a current prospectus, please contact Ameritas Life at 800-745-1112.

IN 2965 07-26

PROSPECTUS: May 1, 2026

Overture Ovation!

Individual Flexible Premium
Variable Universal Life Insurance Policy

Ameritas Variable Separate Account V

This Policy is no longer available for sale effective December 31, 2008.
The features, benefits, and risks are applicable to existing Policy Owners.

This prospectus describes Overture Ovation! a Variable Universal Life Insurance policy (the "Policy"), especially its Separate Account. The Policy is designed to help you, the Policy Owner, provide life insurance protection while having flexibility, within limits, as to the amount and timing of premium payments, the amount of the death benefit, and how you invest your Policy Value. **The value of your Policy will increase or decrease based on the investment performance of the Investment Options you choose. The amount of the death benefit can also vary as a result of investment performance.**

You may allocate all or part of your Policy Value among a variety of variable Subaccount Investment Options where you have the investment risk, including possible loss of principal. (The Subaccounts are listed in **APPENDIX A: PORTFOLIO COMPANIES AVAILABLE UNDER THE POLICY** ("**APPENDIX A**") section of this prospectus.)

You may also allocate all or part of your investment to a Fixed Account fixed interest rate option where we have the investment risk and guarantee a certain return on your investment. The Fixed Account is part of our General Account and is subject to the financial strength and claims paying ability of the Company.

You may access certain documents relating to the Policy and Subaccounts electronically. Current prospectuses and reports for the Policy and Subaccounts are available on our website, and updated prospectuses are posted on or about May 1 of each year. Prospectuses may be supplemented throughout the year, and copies of all supplements are also available on our website. We post annual reports on our website shortly after March 1 each year.

We may make other documents available to you electronically through the email address that you provide to us. When electronic delivery becomes available, and upon your election to receive information online, we will notify you when a transaction pertaining to your Policy has occurred or a document impacting your Policy or the Subaccounts has been posted. In order to receive your Policy documents online you should have regular and continuous Internet access.

Please Read this Prospectus Carefully and Keep It for Future Reference.
It provides information you should consider before investing in a Policy.

Prospectuses for the portfolios that underlie the Subaccount variable Investment Options are available without charge from your sales representative or from our Service Center.

Policy guarantees, which are obligations of the General Account, are subject to the financial strength and claims paying ability of the Company.

The Securities and Exchange Commission ("SEC") does not pass upon the accuracy or adequacy of this prospectus, and has not approved or disapproved the Policy. Any representation to the contrary is a criminal offense.

Additional information about certain investment products, including variable life insurance, has been prepared by the SEC's staff and is available at investor.gov.

This prospectus may only be used to offer the Policy where the Policy may lawfully be sold.
The Policy, and certain features described in this prospectus, may not be available in all states.

No one is authorized to give information or make any representation about the Policy that is not in this prospectus. If anyone does so, you should not rely upon it as being accurate or adequate.

NOT FDIC INSURED ■ MAY LOSE VALUE ■ NO BANK GUARANTEE
Ameritas Life Insurance Corp. *(Company, we, us, our, Ameritas Life, Depositor)*
Service Center, P.O. Box 81889, Lincoln, Nebraska 68501 800-745-1112 ameritas.com

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Contacting Us. To have questions answered or to send additional premiums, contact your sales representative or write or call us at:

Ameritas Life Insurance Corp.,
Service Center
P.O. Box 81889
Lincoln, Nebraska 68501
OR
5900 O Street
Lincoln, Nebraska 68510
Telephone: 800-745-1112
Fax: 402-467-7335
Interfund Transfer Request Fax:
402-467-7923
ameritas.com
Email: clientservices@ameritas.com

Express mail packages should be sent to our street address, not our P.O. Box address.

Remember, the correct form of Written Notice "in good order" is important for us to accurately process your Policy elections and changes. Many service forms can be found when you access your account through our website. Or, call us at our toll-free number and we will send you the form you need and tell you the information we require.

Written Notice. To provide you with timely service, we accept some Written Notices by email and fax. However, by not requiring your original signature, there is a greater risk unauthorized persons can manipulate your signature and make changes on your Policy (including withdrawals) without your knowledge. We are entitled to act upon email and faxed signatures that reasonably appear to us to be genuine.

Make checks payable to:
"Ameritas Life Insurance Corp."

Ameritas® and the bison design are registered service marks of Ameritas Life Insurance Corp.

DEFINED TERMS

Defined terms, other than "we, us, our," "you and your," are shown using initial capital letters in this prospectus.

Account Value / Accumulation Value / Policy Value means the total amount of value held in your Policy at any time. It is equal to the sum of the Subaccount Value plus the Fixed Account Value plus the Policy Loan Account Value.

Accumulation Units are an accounting unit of measure used to calculate the Policy Value allocated to Subaccounts of the Separate Account. It is similar to a share of a mutual fund. The Policy describes how Accumulation Units are calculated.

Beneficiary is the person(s) to whom the death benefit proceeds are payable upon the death of the Insured. The Beneficiary is designated by the Owner in the application. If changed, the Beneficiary is as shown in the latest change filed and recorded with us. If no Beneficiary survives the Insured, the Owner or the Owner's estate will be the Beneficiary. The interest of any Beneficiary is subject to that of any assignee.

Business Day is each day that the New York Stock Exchange is open for trading.

Cash Surrender Value is the total Policy Value less outstanding Policy Loans and Policy Loan interest, less any applicable surrender charge, and less any due but unpaid Policy charges.

Company, We, Us, Our, Ameritas Life, Depositor – Ameritas Life Insurance Corp.

Corridor Percentage is the number, or fractional number, multiplied by the Account Value to determine the minimum death benefit required to maintain the Policy's status as life insurance under Section 7702 of the Internal Revenue Code. These factors are shown on the Policy Schedule.

Fixed Account is an account that credits a fixed rate of interest guaranteed by us and is not affected by the experience of the variable Investment Options of the Separate Account. The Fixed Account is part of our General Account.

General Account is an account in which the assets of Ameritas Life Insurance Corp., are held, other than those allocated to the Separate Account or any other separate account.

Guaranteed Death Benefit is the initial Specified Amount of insurance guaranteed for the first five Policy Years so long as Minimum Premium is paid, and any other longer period provided by an optional Guaranteed Death Benefit Rider or Lifetime Guaranteed Death Benefit Rider.

Insured means the person upon whose life this Policy is issued. This individual's personal information determines the cost of the life insurance coverage. The Owner also may be the Insured.

Investment Options means collectively the Subaccounts and the Fixed Account. You may allocate Net Premiums and reallocate Account Value among the Investment Options.

Issue Age means the Insured's age as of the birthday nearest to the Policy Date. With respect to any increase in Specified Amount, Issue Age means the Insured's age as of the birthday nearest to the date of the increase.

Issue Date means the date on which the suicide and incontestability periods begin. If we have received the initial premium from you, the Issue Date will also be the date when you have life insurance coverage with us. If we have not received the initial premium from you, you WILL NOT have coverage until the date on which we receive the initial premium from you.

Lien Balance means the sum of all unpaid Policy liens and accrued interest on Policy liens.

Loan Account is an account we maintain for your Policy if you have a Policy Loan outstanding. The Loan Account is credited with interest and is not affected by the experience of the variable Investment Options of the Separate Account. The Loan Account is part of our General Account.

Net Amount at Risk means the death benefit on the Policy Month date, discounted at the guaranteed rate of interest for the Fixed Account for one month, minus the Policy Value on the Policy Month date after all monthly deductions except the cost of insurance charge.

Owner (also referred to as Policy Owner), You, Your is you -- the person(s) or legal entity who may exercise all rights and privileges under the Policy. If there are joint Owners, the signatures of both Owners are needed to exercise rights under the Policy. If the Policy has been absolutely assigned, the assignee is the Owner. A collateral assignee is not the Owner.

Policy Date is the effective date for Policy coverage. It is usually, but need not be, the same as the date the Policy is issued.

Policy Loan means a loan secured by the Cash Surrender Value of your Policy. The outstanding Policy Loan will accrue interest.

Policy Loan Balance/Policy Debt means the sum of all unpaid Policy Loans and accrued interest on Policy Loans.

Policy Year/Month/Anniversary are measured from respective anniversary dates of the Policy Date of your Policy.

Premium

- **Guaranteed Death Benefit Premium** is the amount of premium which, if paid in advance, will keep your Policy in force during any Guaranteed Death Benefit period so long as other Policy provisions are met, even if the Cash Surrender Value is zero or less.
- **Minimum Premium** is the amount of premium, listed on your Policy Specifications Page, which, if paid monthly in advance, will keep your Policy in force for the first five Policy Years, even if the Cash Surrender Value is zero or less.
- **Planned Periodic Premium** is a schedule of equal premiums payable at fixed intervals chosen by you, the Owner. You need not follow this schedule, nor will following it ensure that the Policy will remain in force unless the payments meet the requirements of the Minimum Premium or Guaranteed Death Benefit Premium.

Pro-Rata means allocating a dollar amount among the Investment Options in proportion to the Account Value in those Investment Options.

Specified Amount means a dollar amount used to determine the death benefit of your Policy. It is shown on the Policy schedule. You may increase or decrease it as provided in your Policy.

Subaccount is a variable Investment Option division within the Separate Account for which Accumulation Units are separately maintained. Each Subaccount corresponds to a single, underlying, non-publicly traded portfolio issued through a series fund.

Valuation Period is the period commencing at the close of business of the New York Stock Exchange on each Business Day and ending at the close of business on the next succeeding Business Day.

Written Notice or Request means Written Notice, signed by you, in good order, on a form approved by or acceptable to us, that gives us the information we require and is received at Ameritas Life, Service Center, P.O. Box 81889, Lincoln, NE 68501 (or 5900 O Street, Lincoln, NE 68510), by email or faxing 402-467-7335. Call us if you have questions about what form or information is required. When notice is permitted and sent to us by email or fax, we have the right to implement the request if the copied or faxed signature appears to be a copy of your genuine original signature.

KEY INFORMATION

Important Information You Should Consider About the Policy

<table>
<tr><th colspan="2">Fees and Expenses</th><th>Location in Prospectus</th></tr>
<tr><td>Charges for Early Withdrawals</td><td>If you withdraw money from the Policy within 14 years from your initial Policy Date or the date of any increase in Specified Amount, you will be assessed a surrender charge. The maximum surrender charge for the initial Specified Amount is based on the Policy Year of surrender. For any increase in Specified Amount, a surrender charge based on the increase will be imposed in addition to the surrender charges prior to the increase. The maximum surrender charge is 4.8% per $1,000 of Specified Amount. The longest Surrender Charge period is 14 years from Policy Issue Date or the date of any increase in Specified Amount.

The maximum surrender charge is $48.00 per $1,000 of specified face amount. For example, the maximum surrender charge during the first year after issue (or a Specified Amount increase), assuming an initial face amount (or subsequent specified face amount increase) of $100,000, is $4,800.00.

The Partial Withdrawal Charge (lesser of % of withdrawal amount or dollar amount) is 2% or $25 (current) or 2% or $50 (maximum).</td><td>FEE TABLE
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PRINCIPAL RISKS OF INVESTING IN THE POLICY
SURRENDERS AND WITHDRAWALS</td></tr>
<tr><td>Transaction Charges</td><td>In addition to surrender charges, you may be charged for other transactions (such as when you make a premium payment (Maximum Sales Charge Imposed On Premiums (Loads)), transfer Policy Value between Investment Options (Transfer Fee), or request an illustration (Illustration Fee)).

You will be charged a $14 fee for a wire transfer, if you request one. The fee is deducted from the gross amount of the Policy Loan, partial withdrawal, or surrender.</td><td>FEE TABLE
CHARGES</td></tr>
<tr><td>Ongoing Fees and Expenses (annual charges)</td><td>In addition to surrender charges and transaction charges, an investment in the Policy is subject to certain ongoing fees and expenses, including fees and expenses covering the cost of insurance under the Policy and the cost of optional benefits available under the Policy, and that such fees and expenses are set based on characteristics of the insured (e.g., age, sex, and rating classification). There is also a monthly administration fee and a monthly specified amount charge. Please refer to your Policy Specification Page for rates and the specific fees applicable to your Policy.

You will also bear expenses associated with the Investment Options as shown below.
<table>
<tr><th>Annual Fee</th><th>Minimum</th><th>Maximum</th></tr>
<tr><td>Investment Options
(Portfolio Company fees and expenses) *</td><td>0.25%</td><td>1.80%</td></tr>
</table>
* Before any Waivers and Reductions.</td><td>FEE TABLE
CHARGES</td></tr>
<tr><th colspan="3">Risks</th></tr>
<tr><td>Risk of Loss</td><td>You can lose money by investing in this Policy, including loss of your premiums (principal).</td><td>Cover Page
PRINCIPAL RISKS OF INVESTING IN THE POLICY</td></tr>
<tr><td>Not a Short-Term Investment</td><td>The Policy is designed to provide lifetime insurance protection. It is not a short-term investment and is not appropriate for an investor who needs ready access to cash. The Policy will usually be unsuitable for short-term savings or short-term life insurance needs. This Policy is not considered a short-term investment because of the 14-year surrender charge period and the possibility for a tax penalty at the time of surrender. Because of the long-term nature of the Policy, you should consider whether purchasing the Policy is consistent with the purpose for which it is being considered.</td><td>PRINCIPAL RISKS OF INVESTING IN THE POLICY</td></tr>
<tr><td>Risks Associated with Investment Options</td><td>An investment in the Policy is subject to the risk of poor investment performance and can vary depending on the performance of the Investment Options available under the Policy. Each Investment Option (including the Fixed Account) will have its own unique risks. You should review these Investment Options before making an investment decision. The Fixed Account is subject to the financial strength and claims paying ability of the Company.</td><td>PRINCIPAL RISKS OF INVESTING IN THE POLICY
THE SEPARATE ACCOUNT
PORTFOLIO COMPANIES APPENDIX A</td></tr>
<tr><td>Insurance Company Risks</td><td>An investment in the Policy is subject to the risks related to the Company including that any obligations (including under the Fixed Account Investment Option), guarantees, or benefits are subject to the claims-paying ability of the Company. Additional information about the Company, including its financial strength ratings, is available on its website, ameritas.com/about/financial-strength, or is available upon request by contacting our Service Center at 800-745-1112.</td><td>Cover Page
GENERAL DESCRIPTION OF THE POLICY</td></tr>
<tr><td>Policy Lapse</td><td>Your Policy will lapse if there are insufficient premium payments, poor investment performance, withdrawals, unpaid Policy Loans or Policy Loan interest. There is a cost associated with and limitations on, reinstating a lapsed Policy. Death benefits will not be paid if the Policy has lapsed.</td><td>PRINCIPAL RISKS OF INVESTING IN THE POLICY
LAPSE AND REINSTATEMENT</td></tr>
</table>

Restrictions		Location in Prospectus
Investments	In addition to the right of each portfolio company to impose restrictions on excessive trading, we reserve the right to reject or restrict, in our sole discretion, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions. We further reserve the right to impose restrictions on transfers we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interest of other Policy Owners. Transfers must be at least $250, or the entire Subaccount or Fixed Account if less. The first 15 transfers each Policy Year are free. Thereafter, we charge $10 for each transfer. A transfer from the Fixed Account (except made pursuant to a systematic transfer program) may be made only once each Policy Year; may be delayed up to six months and is limited during any Policy Year to the greater of 25% of the Fixed Account Value on the date of the transfer during that Policy Year, the greatest amount of any non-systematic transfer out of the Fixed Account during the previous 13 months; or $1,000. Ameritas Life reserves the right to remove or substitute portfolio companies as Investment Options that are available under the Policy.	CHARGES GENERAL DESCRIPTION OF THE POLICY APPENDIX A
Optional Benefits	Some optional benefits were available to be elected at Policy issue only. Optional benefit riders to the Policy may have separate incontestability provisions. Withdrawals reduce the Account Value and in some cases the Specified Amount which may reduce some of the benefits available under riders where the rider benefit is based on the Specified Amount of the base Policy, and make it potentially more likely the entire Policy, including the rider, would lapse.	Cover Page OVERVIEW OF THE POLICY GENERAL DESCRIPTION OF THE POLICY THE SEPARATE ACCOUNT OTHER BENEFITS AVAILABLE UNDER THE POLICY
Taxes		
Tax Implications	You should consult with a tax professional to determine the tax implications of an investment in and payments received under this Policy. There is no additional tax benefit if you purchase the Policy through a tax-qualified plan or individual retirement account (IRA). Unpaid Policy Loans, partial withdrawals and surrenders may be subject to ordinary income tax and tax penalties.	TAXES
Conflicts of Interest		
Investment Professional Compensation	Your representative may receive compensation for selling this Policy to you, both in the form of commissions, additional cash benefits (e.g., bonuses), and non-cash compensation. This conflict of interest may influence your representative to recommend this Policy over another investment for which the representative is not compensated or compensated less.	CHARGES DISTRIBUTION OF THE POLICY
Exchanges	Some representatives may have financial incentive to offer you a new Policy in place of the one you already own. You should only exchange your Policy if you determine, after comparing the features, fees, and risks of both policies, that it is preferable for you to purchase the new Policy rather than to continue to own your existing Policy.	PRINCIPAL RISKS OF INVESTING IN THE POLICY PREMIUM

OVERVIEW OF THE POLICY

PURPOSE OF THE POLICY

The **OVERTURE OVATION!** Policy is flexible premium variable universal life insurance. The Policy is designed to provide lifetime insurance coverage on the Insured(s) named in the Policy, as well as maximum flexibility in connection with premium payments and death benefits. The Policy pays death benefit proceeds to the Policy Beneficiary upon the Insured's death or pays a Cash Surrender Value to you if you surrender the Policy. This flexibility allows you to provide for changing insurance needs within the confines of a single insurance Policy. This Policy is no longer available for sale.

Some Policy forms, features and/or riders described in this prospectus may be subject to state variations or may not be available in all states. See the **STATE VARIATIONS** section.

PREMIUMS

You have flexibility under the Policy. Within certain limits, you can vary the amount and timing of premium payments, change the death benefit, and transfer amounts among the Investment Options. We reserve the right to limit the amount and frequency of premium payments. We will not accept that portion of a premium payment which affects the tax qualifications of this Policy as described in Section 7702 of the Internal Revenue Code, as amended. This excess amount will be returned to you. **Payment of insufficient premiums may result in a lapse of the Policy.**

You may allocate all or a part of your premiums among the Separate Account Subaccount variable Investment Options or the Fixed Account fixed interest rate option**.** Subaccount variable Investment Options are in turn invested in corresponding underlying portfolio companies. Fixed Account allocations are invested in our General Account and we guarantee a fixed rate of interest. More information regarding the Fixed Account can be found in section **THE FIXED ACCOUNT FIXED INTEREST RATE OPTION.** More detail concerning each portfolio company can be found in **APPENDIX A.**

POLICY FEATURES

Death Benefit

Your Policy Value and death benefit will go up or down as a result of the investment experience of your Policy. You may choose from two types of death benefit options. You may change from one death benefit type to another, subject to limitations, and charges may apply. The amount we pay depends on whether you have chosen death benefit Option A or death benefit Option B:

- **Option A:** The death benefit is the greater of the Policy's Specified Amount or the Policy Value multiplied by the Corridor Percentage on the date of the Insured's death. The amount of this death benefit does not change over time, unless the death benefit is being driven by the Corridor Percentage or you take any action that changes the Policy's Specified Amount.
- **Option B:** The Specified Amount plus the Policy Value on the date of the Insured's death. Under this option, the amount of death benefit generally changes from day to day, because many factors (including portfolio investment performance, charges and expenses, premium payments and withdrawals) affect your Policy Value.

If you meet certain premium requirements, we will guarantee a death benefit for a certain period even if your Policy's Cash Surrender Value falls to zero.

Death benefit proceeds are reduced by any Policy Loan Balance, Lien Balance and any monthly deductions due but unpaid at death.

Surrenders and Withdrawals

You can surrender the Policy in full at any time for its Cash Surrender Value, or, within limits, withdraw part of the Policy Value. Applicable charges are shown in the **FEE TABLE.** Restrictions include that we may defer payments from the Fixed Account for up to six months.

Policy Loans

You may borrow a limited amount of Policy Value. Each Policy Loan must be at least $200. Interest accrues on outstanding Policy Loan amounts. The maximum available Policy Loan amount is equal to the Cash Surrender Value at the time of the Policy Loan less the monthly deductions remaining for the balance of the Policy Year, less interest on the Policy Debt including the requested Policy Loan to the next Policy Anniversary date. There are two types of Policy Loans. Regular Policy Loans are Policy Loans made during the first five Policy Years. Reduced Policy Loans are Policy Loans made after the fifth Policy Year. Reduced Policy Loans may be available at a lower interest rate for a portion of your Policy Loan Balance.

Optional Features

The Policy offers additional insurance coverage and other benefits through optional features. Certain riders have costs associated with them. More detail concerning fees can be found in the **FEE TABLE**.

FEE TABLE

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

The first table describes the fees and expenses that you will pay at the time that you buy the Policy, pay a premium, surrender or make withdrawals from the Policy, or transfer cash value between Investment Options.

TRANSACTION FEES		
Charge	**When Charge Is Deducted**	**Amount Deducted**
MAXIMUM SALES CHARGE IMPOSED ON PREMIUMS (Load)*	When each premium is paid.	5%
PREMIUM TAXES**	Not taken as a separate deduction	None
MAXIMUM DEFERRED SALES CHARGE (Load)	Upon a full Surrender during the first 14 Policy years or in the 14 Policy years following an increase in Specified Amount of insurance.	*Per $1,000 of Specified Amount of insurance coverage. Fee declines each year.* Varies (1) Policy Year 2: Maximum $48.00 Charge for a Representative Insured (2) $15.47
OTHER SURRENDER FEES: **Partial Withdrawal Charge**	Upon each withdrawal.	Lesser of % of withdrawal amount or dollar amount. Lesser of 2% or $50
Wire Transfer Fee *(per wire)*	As requested by Policy Owner	$14
TRANSFER FEES	First 15 transfers per year; Each additional transfer.	$0 $10
ILLUSTRATION FEE	First illustration request per year Each additional illustration request.	$0 $50

* *This premium charge is deducted from each premium payment as it is processed (except if it is a premium that is transferred from another Company policy). Premium taxes are paid from this charge.*

** *Premium Taxes are paid by the Company from the Maximum Sales Charge Imposed On Premiums (Load). See **CHARGES** section for more information.*

(1) *Varies in amount and duration by Insured's sex, Issue Age (or attained age at the time of any increase), risk class and the amount of time you have had in your Policy. Taxes and penalties may also apply. Ask for a Policy illustration or see your Policy for these charges applicable to you.*

(2) *Assumes a male, age 45 at Policy issue and in our best risk class. Fee declines to $1.29 per $1,000 in 14th Year and zero thereafter. This charge may not be representative of the charge that a particular investor will pay.*

The next table describes the fees and expenses that you will pay periodically during the time that you own the Policy, to equal the annualized charges shown, not including Subaccount portfolio company operating fees and expenses.

PERIODIC CHARGES OTHER THAN ANNUAL PORTFOLIO COMPANY CHARGES		
Charge	**When Charge Is Deducted**	**Amount Deducted ***
BASE POLICY CHARGE: **Cost of Insurance *:**	Monthly	*Rate is per $1,000 of the amount of insurance coverage at risk.* Varies [1] Minimum Charge $0.06 Maximum Charge $83.33 Charge for a Representative Investor [2,3] $0.28
Annual Maintenance Fee	None	None
Mortality and Expense Risk Fees	Daily	For mortality and expense risk equal to % shown. [4] Policy Years 1-15 0.0024590% Policy Years 16+ 0.0024590%
Administrative Expenses	Monthly	Per Policy Expense Charge $9.00
Monthly Specified Amount Charge	Monthly, for first 20 Policy Years only.	**Administrative Charge Per $1,000 of Specified Amount. *** *(Rate is per $1,000 of initial Specified Amount of insurance coverage.) Guaranteed fee remains level for 20 Policy Years.* Varies [5] Maximum $3.26 Charge for Representative Insured [2] $0.18
	Monthly, for first 20 Policy Years after the increase only.	**Administrative Charge Per $1,000 of Increase in Specified Amount. *** *(Rate is per $1,000 of increase in Specified Amount of insurance coverage.) Guaranteed fee remains level for 20 Policy Years after the increase.* Varies [6] Maximum $3.26 Charge for Representative Insured [2] $0.22
Accelerated Benefit for Terminal Illness Rider	When Benefit Exercised [9]	$50
Paid-Up Life Insurance Benefit	When Benefit Exercised [9]	Calculated as a percentage times the Policy Value 3.5%
Policy Loans	Annually	Policy Loan interest rate is deducted upon each Policy Anniversary. [7] Regular Policy Loan interest rate during first 5 Policy years [8] Current 2.0% Maximum 2.5% Reduced Policy Loan interest rate is available only after the 5th Policy Year [8] Current 0.0% Maximum 0.5%
OPTIONAL BENEFIT CHARGES: **Lifetime Guaranteed Death Benefit *** *No longer available for issue beginning May 1, 2007.*	Monthly	Charge for Representative Insured [2] $0.01 *Rate is per $1,000 of coverage.*
Legacy Asset Rider *No longer available for issue beginning May 1, 2007.*	Monthly	*Rate is per $1,000 Rider Net Amount at Risk.* Varies [1] Charge for Representative Insured [2] $0.11
Asset Protection Rider	Monthly	*Calculated as a percentage times the guarantee balance.* 0.60% [10]
Asset Protection Plus Rider	Monthly	*Calculated as a percentage times the guarantee balance.* 1.20% [10]
Waiver of Monthly Deductions on Disability	Monthly	*Rate is a percentage of the total monthly deduction not including this rider.* Varies [1] Maximum 53.68% Charge for Representative Insured [2,3] 7.94%
Payor Waiver of Monthly Deductions on Disability Rider *No longer available for issue beginning May 1, 2007.*	Monthly	*Rate is a percentage of the total monthly deduction not including this rider.* Varies [1] Maximum 53.68% Charge for Representative Insured [11] 6.18%

Charge	When Charge Is Deducted	Amount Deducted *
Disability Benefit Rider *	Monthly	*Rate is per $100 of the annual benefit.* Varies [12] Maximum $1.79 Charge for Representative Insured [2,3] $0.42
Payor Disability Benefit Rider *No longer available for issue beginning May 1, 2007.*	Monthly	*Rate is per $100 of the annual benefit.* Maximum $0.72 Charge for Representative Insured [11] $0.35
Accidental Death Benefit Rider *No longer available for issue beginning May 1, 2007.*	Monthly	*Rate is per $1,000 of the rider benefit.* Maximum $0.20 Charge for Representative Insured [2] $0.07
Children's Protection Rider *	Monthly	*Flat annual rate per rider.* $4.33
Guaranteed Insurability Rider *	Monthly	*Rate is per $1,000 of the rider benefit.* Varies [13] Maximum $0.16 Charge for Representative Insured [11] $0.08
Term Coverage Rider *	Monthly	*Rate is per $1,000 of the rider benefit.* Varies [1] Maximum $83.33 Charge for Representative Insured [2,3] $0.35
Term Rider for Covered Insured *	Monthly	*Rate is per $1,000 of the rider benefit.* Varies [1] Maximum $83.33 Charge for Representative Insured [2,3] $0.29

* *Several of the charges vary based on individual characteristics. The cost shown for these charges may not be representative of the charge you will pay. Ask for a Policy illustration or see your Policy for the charge applicable to you.*

Periodic Charges Table Footnotes:

(1) Rate varies by Insured's sex, risk class and attained age.
(2) "Charge for Representative Insured" charges assume an Insured who is male, best risk class, age 45 when Policy is issued or rider is added to the Policy and a current Specified Amount of $250,000. This charge may not be representative of the charge that a particular investor will pay.
(3) "Charge for Representative Insured" charges assume Policy is in its first Policy Year. This charge may not be representative of the charge that a particular investor will pay.
(4) The annual maximum charge is 0.90%.
(5) Rate varies by Insured's sex, Issue Age, risk class and initial Specified Amount.
(6) Rate varies by Insured's sex, age and risk class at the time of the increase and initial Specified Amount. Example charges assume increase occurs after five Policy Years.
(7) If there is no Policy Loan on the Policy, there is no Policy Loan interest charged. Net interest rate varies based on whether the Policy is in the first 5 Policy Years or after the first 5 Policy Years. There are two types of Policy Loans. Regular Policy Loans are Policy Loans made during the first five Policy Years. Reduced Policy Loans are Policy Loans made after the fifth Policy Year. Reduced Policy Loans may be available at a lower interest rate for a portion of your Policy Loan Balance.
(8) Interest rates charged on amounts borrowed from the Policy, net of 1.0% guaranteed annual credited interest rate or 3.0% current annual credited interest rate.
(9) This is standard to the Policy. The fee is charged when the benefit is exercised.
(10) "Guarantee Balance" is equal to Policy Value on the date the rider is issued, reset, or renewed, plus subsequent net premiums and minus subsequent Policy charges and an adjustment for withdrawals, subject to certain restrictions as described in the Policy Values provision of this prospectus. For more information about the Rider charge, read the Policy Value provision.
(11) "Charge for Representative Insured" charges assume an Insured who is male, age 10 at the time the rider is added to the Policy. This charge may not be representative of the charge that a particular investor will pay.
(12) Rate varies by Insured's sex, age and risk class at the time the rider is added to the Policy.
(13) Rate varies by Insured's sex and Issue Age at the time the rider is added to the Policy.

We currently do not assess a separate charge against our Separate Account or Fixed Account for any income taxes. We may, however, make such a charge in the future if income or gains within the Separate Account will incur any income tax liability, or if tax treatment of our Company changes.

PORTFOLIO COMPANY OPERATING EXPENSES (FOR THE YEAR ENDED DECEMBER 31, 2025, UNLESS NOTED)

These fees and expenses are deducted from the assets of the portfolio company's and may vary from year to year. They are not fixed and are not part of the terms of your Policy. The next table shows the minimum and maximum total operating expenses charged by the portfolio companies, before any waivers or reductions, that you may pay periodically during the time that you own the Policy. Actual fees and expenses for the underlying portfolios vary daily, so expenses for any given day may be greater or less than listed. A complete list of portfolio companies available under the Policy, including their annual expenses, may be found at the back of this document.

Annual Portfolio Company Expenses	Minimum	Maximum
Expenses that are deducted from Portfolio Company assets, including management fees, distribution and/or service (12b-1) fees, and other expenses. *	0.25%	1.80%

* Before any waivers and reductions.

PRINCIPAL RISKS OF INVESTING IN THE POLICY

Not a Short-Term Investment
The Policy is unsuitable for short-term savings or short-term life insurance needs and is subject to investment risk, including the loss of principal. This Policy is not considered a short-term investment because of the 14-year surrender charge and the possibility of a tax penalty at the time of surrender. You should evaluate the Policy's long-term investment potential and risks before purchasing a Policy. You should purchase a Policy only if you have the financial capability and the intent to keep the Policy in force for a substantial period of time.

Portfolio Company Risk of Loss
Your Account Value will fluctuate with the performance of the Investment Options you choose. You assume the risk that your Account Value may decline or not perform to your expectations. Each underlying portfolio has various investment risks and some have greater risks than others. If you are also invested in the Fixed Account interest rates may also vary or not perform to your expectations.

There is no assurance that any underlying portfolio will meet its objectives. **Prospectuses for Investment Options are available at our website, ameritas.com/investments/fund-prospectuses or by calling 800-745-1112.**

Fixed Account Risks
The Fixed Account is part of the General Account of Ameritas Life Insurance Corp. The obligations of the General Account including any interest credited to the Fixed Account and any guaranteed benefits we may provide under the Policy that exceed the value of the amounts held in the Separate Account, are subject to the claims of our creditors, the financial strength and the claims paying ability of the Company. The General Account is not a bank account and it is not insured by the FDIC or any other government agency.

Insurance Company Risks
Ameritas Life has sole legal responsibility to pay amounts that are owed under the Policy. You should look to the financial strength of Ameritas Life for its claims-paying ability. We are also exposed to risks related to natural and human-made disasters or other events, including (but not limited to) earthquakes, fires, floods, storms, epidemics and pandemics (such as COVID-19), terrorists acts, civil unrest, malicious acts and/or other events that could adversely affect our ability to conduct business. The risks from such events are common to all insurers. To mitigate such risks, we have business continuity plans in place that include remote workforces, remote system and telecommunication accessibility, and other plans to ensure availability of critical resources and business continuity during an event. Such events can also have an adverse impact on financial markets, U.S. and global economies, service providers, and Fund performance for the portfolios available through your Policy. There can be no assurance that we, the Funds, or our service providers will avoid such adverse impacts due to such event and some events may be beyond control and cannot be fully mitigated or foreseen.

Surrender Risks
The Policy is designed to provide lifetime insurance protection. Upon a full surrender from your Policy, we deduct a Surrender Charge from the total Policy Value. Generally, the Surrender Charge is higher the older you are when the Policy is issued or there is an increase in Specified Amount. The longest Surrender Charge period is 14 years from Policy Issue Date or the date of any increase in Specified Amount. Depending on the Account Value at the time you are considering Surrender, there may be little or no Cash Surrender Value payable to you. Surrender of a Policy while a Policy Loan is outstanding could result in significant tax consequences. A surrender before age 59 ½ may also result in tax penalties. Following a full surrender, all your rights in the Policy end, and the Policy may not be reinstated.

Partial Withdrawal Risks
Upon a partial withdrawal from your Policy, we will deduct a Partial Withdrawal Charge. This fee will be deducted from the Investment Options and in the same allocation as your partial withdrawal allocation instruction; if that is not possible (due to insufficient value in one of the Investment Options you elect) or you have not given such instructions, we will deduct this fee on a Pro-Rata basis from balances in all Subaccounts and the Fixed Account. Partial withdrawals may reduce the amount of the death benefit. In some cases, such as when the Policy's death benefit is driven by the Corridor Percentage the death benefit may be reduced by more than the amount of the partial withdrawal. Taxes and tax penalties may apply.

Lapse Risks
If the Cash Surrender Value is not sufficient to pay charges when due, your Policy can terminate, or "lapse." This can happen if you have not paid enough premiums or if the Investment Options you selected experienced poor performance or because of a combination of both factors. This can happen even if you pay the Planned Periodic Premiums. You will be given a "grace period" within which to make additional premium payments to keep the Policy from lapsing. You will have a 61-day "grace period" to make a premium payment to continue your Policy. If your Policy lapses, your insurance coverage will terminate; you may be given the opportunity to reinstate the Policy by making the required premium payments and satisfying certain other conditions.

Since partial withdrawals reduce your Account Value, partial withdrawals increase the risk of lapse. Taking a Policy Loan also increases the risk of lapse.

If the Policy lapses because a grace period ended without a sufficient payment being made, you may reinstate it within three years of the date of lapse, so long as the requirements of reinstatement are met, including evidence of insurability. For more information see REINSTATEMENT under **LAPSE AND REINSTATEMENT**.

Death Benefit Risks
Death benefit proceeds are reduced by any Policy Loan Balance, Lien Balance, and any Monthly Deductions due but unpaid at death. Depending upon your choice of death benefit option, adverse performance of the Investment Options you choose may decrease your Policy's Death benefit. In some cases, such as when the Policy's death benefit is driven by the Corridor Percentage, the death benefit may be reduced by more than the amount of the partial withdrawal.

Policy Loan Risks
A Policy Loan, whether or not repaid, will affect the Cash Surrender Value of your Policy over time. We will transfer all Policy Loan amounts from the Subaccounts and the Fixed Account to a Loan Account. The Loan Account does not participate in the investment experience of the Investment Options or receive any higher current interest rate credited to the Fixed Account.

The larger a Policy Loan Balance becomes relative to the Policy's Cash Surrender Value, the greater the risk that the Policy's Cash Surrender Value will not be sufficient to support the Policy's charges and expenses, including any Policy Loan interest due, and the greater the risk of the Policy lapsing. Any Policy Loan interest payable on a Policy Anniversary that you do not pay will become part of the outstanding Policy Loan principal and will also accrue interest.

Further, the death benefit is reduced by the amount of any outstanding Policy Loan and accrued Policy Loan interest.

Your Policy may lapse if your outstanding Policy Loan and accrued Policy Loan interest reduce the Cash Surrender Value to zero. There is a tax risk associated with outstanding debt. If you surrender your Policy or your Policy lapses while there is an outstanding Policy Loan, there will generally be Federal income tax payable on the amount by which Policy Loans and partial withdrawals exceed the premiums paid. Since Policy Loans reduce your Policy's Account Value, any remaining Account Value may be insufficient to pay the income tax due and may cause the need for additional premium to keep your Policy in force.

Limitations on Access to Cash Value
We limit Policy Loans to amounts not less than $200 and partial withdrawals to amounts not less than $500, and require you to have not less than $1,000 in remaining Cash Surrender Value or an amount to maintain the Policy in force for the next 12 months following the partial withdrawal and provided your Specified Amount of coverage meets required levels. Policy Loans may only be taken if your Cash Surrender Value, less monthly deductions, is sufficient to keep your Policy in force for the rest of the Policy Year. We may defer making a Policy Loan for up to six months unless the loan is to pay premiums to us. We can postpone payments or any transfers out of a Subaccount if (i) the New York Stock Exchange (NYSE) is closed for other than customary weekend and holiday closings; (ii) trading on the NYSE is restricted; (iii) an emergency exists as determined by the SEC; or (iv) the SEC permits delay for the protection of security holders. We may defer payments of a full or partial surrender from the Fixed Account for up to six months from the date we received your Written Notice requesting the surrender and receive approval from the department of insurance of the State where the Policy is delivered. The applicable rules of the SEC will govern as to whether the conditions in (iii) or (iv) exist.

Transfer Risks
There is a risk that you will not be able to transfer your Account Value from one Investment Option to another because of limits on the dollar amount or frequency of transfers you can make which the portfolio companies impose. We are required to restrict or prohibit transfer by Policy Owners identified as having engaged in transactions that violate fund trading policies. You should read each portfolio company's prospectus for further details. Limitations on transfers out of the Fixed Account are more restrictive than those that apply to transfers out of the Subaccounts.

To discourage disruptive frequent trading activity, we impose restrictions on transfers (See the **Disruptive Trading Procedures** section) and reserve the right to change, suspend or terminate telephone, fax and Internet transaction privileges (See the **Transfers** section). In addition, we reserve the right to take other actions at any time to restrict trading, including, but not limited to: (i) restricting the number of transfers made during a defined period, (ii) restricting the dollar amount of transfers, and (iii) restricting transfers into and out of certain Subaccounts. We also reserve the right to defer a transfer at any time we are unable to purchase or redeem shares of the underlying portfolio.

While we seek to identify and prevent disruptive frequent trading activity, it may not always be possible to do so. *Therefore, no assurance can be given that the restrictions we impose will be successful in preventing all disruptive frequent trading and avoiding harm to long-term investors.*

Potential for Increased Charges
The actual charges deducted are current charges on your Policy. However, we have the right to increase those charges at any time up to the guaranteed maximum charges as stated in your Policy.

Market Timing Risks
Investments in variable life insurance products can be a prime target for abusive transfer activity because these products value their Subaccounts on a daily basis and allow transfers among Subaccounts without immediate tax consequences. As a result, some investors may seek to frequently transfer into and out of Subaccounts in reaction to market news or to exploit a perceived pricing inefficiency. Whatever the reason, long-term investors in a Subaccount can be harmed by frequent transfer activity since such activity may expose the Investment Option's underlying portfolio to increased portfolio transaction costs and/or disrupt the portfolio manager's ability to effectively manage the portfolio's investments in accordance with the portfolio's investment objectives and policies, both of which may result in dilution with respect to interests held for long-term investment.

Tax Risks
We believe the Policy qualifies as a life insurance contract for Federal tax purposes; so that death benefits for individually owned life insurance generally are not subject to income tax, and you should not be considered in constructive receipt of the Cash Surrender Value, including any increases in Cash Surrender Value, unless and until it is distributed from the Policy. Other federal and state taxes may apply. In general, you will be taxed on the amount of a distribution if it exceeds the investment in the Policy (premiums paid). Any taxable distributions are treated as ordinary income (rather than as capital gains) for tax purposes.

In order for you to receive the tax benefits extended to life insurance under the Internal Revenue Code (the "Code"), your Policy must comply with certain requirements of the Code. We will monitor your Policy for compliance with these requirements, but a Policy might fail to qualify as life insurance in spite of our monitoring. If this were to occur, you would be subject to income tax on the income credited to your Policy for the period of disqualification and all subsequent periods. Tax consequences of ownership or receipt of Policy proceeds under federal, state and local estate, inheritance, gift and other tax laws can vary greatly depending upon the circumstances of each Owner or Beneficiary. There can also be unfavorable tax consequences on such things as the change of Policy ownership or assignment of ownership interests. Limits on premium payments and Treasury Department rules could also impact whether the Policy will qualify for the benefits extended to life insurance under the Code. There is no certainty that the expected benefits of life insurance, relative to other financial or investment products, will always continue to exist. We reserve the right to make such changes in the Policy as we deem necessary to assure it qualifies as a life insurance contract under the Code and continues to provide the tax benefits of such qualification.

Buying a Policy might <u>not</u> be advisable if it is just replacing existing life insurance. You may wish to consult with your financial or insurance professional.

Cybersecurity Risk
We are at risk for cyber security failures or breaches of our information and processing systems and the systems of our business partners that could have negative impacts on you. These impacts include, but are not limited to, potential financial losses under your Policy, your inability to conduct transactions under your Policy, our inability to calculate your Policy's values, and the disclosure of your personal or confidential information.

Restrictions on Financial Transactions
Applicable laws designed to counter terrorism and prevent money laundering might, in certain circumstances, require us to reject a premium payment and/or block or "freeze" your Policy. If these laws apply in a particular situation, we would not be allowed to process any request for withdrawals, surrenders, Policy Loans or death benefits, make transfers or continue making payments under your death benefit option until instructions are received from the appropriate regulator. We also may be required to provide additional information about you or your Policy to government regulators.

Other Matters
Pandemics and their related major public health issues have a major impact on the global economy and financial markets. Governmental and non-governmental organizations may not effectively combat the spread and severity of such a pandemic, increasing its harm to Ameritas Life. Any of these events could materially adversely affect the Company's operations, business, financial results, or financial condition.

THE COMPANY

The **OVERTURE OVATION!** Policy is offered and issued by Ameritas Life Insurance Corp. (the "Depositor"), 5900 O Street, Lincoln, Nebraska 68510.

Prior to May 1, 2007, the Policy was offered and issued by Ameritas Variable Life Insurance Company ("AVLIC"). Effective May 1, 2007, AVLIC merged into Ameritas Life, and the Separate Account (formerly named Ameritas Variable Life Insurance Company Separate Account V) was transferred from AVLIC to Ameritas Life. Policies previously issued by AVLIC are now Policies of Ameritas Life, which will service and maintain those Policies in accordance with their terms.

FEES AND PAYMENTS RECEIVED

The Company receives certain fees and payments from both the funds and the fund companies.

The Company and its affiliate, Ameritas Investment Company, LLC, receive compensation from certain underlying funds pursuant to Rule 12b-1 under the 1940 Act for performing defined services and incurring certain expenses in promoting and distributing the underlying funds. This compensation varies and is paid out of the underlying fund's assets and is as much as 0.25% of the average net assets of the underlying fund that are attributable to the variable life insurance products issued by us that offer the particular fund (the Company's variable policies). The payment of Rule 12b-1 fees by the underlying fund increases the cost of investment in the Subaccount, as the payment of Rule 12b-1 fees results in a lower net asset value per share.

Information regarding investment advisory fees, expenses, and Rule 12b-1 fees are described in more detail in each fund's prospectus.

In addition, the Company receives negotiated payments from certain fund companies for providing services for the fund including, but not limited to, the maintenance of books and records, purchase and redemption orders, fund-related policy owner services, and other administrative support.

Conflicts of Interest
Certain funds in our Separate Accounts have 12b-1 fees and other negotiated payment arrangements, which create a conflict of interest for the Company. The 12b-1 fees and other negotiated payments vary by fund and fund company. When deciding to include a class of shares of a fund as an investment option under the Policy, we consider such fees and payments in addition to a number of factors including, but not limited to, the internal structure of our products as well as a fund's investment strategy, asset class, manager's reputation, and performance. Before a fund can be added to the Separate Account as an available investment option, the fund must undergo review and approval by an internal oversight committee. This committee evaluates whether a fund is an appropriate investment option within the Separate Account based on established criteria with due consideration for potential conflicts of interest, and all applicable laws, rules and regulations. Other funds (or share classes) not offered may have lower fees and better performance than the funds offered under the Policy.

THE SEPARATE ACCOUNT

The Registrant is Ameritas Variable Separate Account V (the "Separate Account"). The Separate Account is registered with the SEC as a unit investment trust. However, the SEC does not supervise the management or the investment practices or policies of the Separate Account or Depositor. Under Nebraska law, income, gains, and losses credited to or charged against, the Registrant reflect the Registrant's own investment experience and not the investment experience of the Depositor's other assets. The assets of the Separate Account may not be used to pay any liabilities of the Depositor other than those arising from the Policies. The Depositor is obligated to pay all amounts promised to investors under the Policies. Any and all distributions made by the underlying portfolios, with respect to the shares held by the Separate Account, will be reinvested in additional shares at net asset value. We are responsible to you for meeting the obligations of the Policy, but we do not guarantee the investment performance of any of the variable Investment Options' underlying portfolios. We do not make any representations about their future performance.

The Separate Account provides you with variable Investment Options in the form of underlying portfolio investments. Each underlying portfolio is an open-end investment management company. When you allocate investments to an underlying portfolio, those investments are placed in a Subaccount of the Separate Account corresponding to that portfolio, and the Subaccount in turn invests in the portfolio. The Policy Value of your Policy depends directly on the investment performance of the portfolios that you select.

PORTFOLIO COMPANIES

The Policy allows you to choose from a wide array of Investment Options – each chosen for its potential to meet specific investment objectives.

The underlying portfolios in the Separate Account are NOT publicly traded mutual funds and are NOT the same as other publicly traded mutual funds with very similar names. The portfolios are only available as separate account Investment Options in life insurance or variable annuity policies issued by insurance companies, or through participation in certain qualified pension or retirement plans.

Even if the Investment Options and policies of some underlying portfolios available under the Policy may be very similar to the investment objectives and policies of publicly traded mutual funds that may be managed by the same investment adviser, the investment performance and results of the portfolios available under the Policy may vary significantly from the investment results of such other publicly traded mutual funds.

You may allocate all or a part of your premiums among the Separate Account variable Investment Options or the Fixed Account fixed interest rate option. Allocations must be in whole percentages and total 100%.

Information regarding each Portfolio Company, including its (i) name; (ii) objective; (iii) investment adviser and any sub-investment advisers; (iv) current expenses; and (v) performance is found in **APPENDIX A.** Each Portfolio Company has issued a prospectus that contains more detailed information about the Portfolio Company. You may obtain paper copies of the prospectuses at no cost by calling our Service Center at 800-745-1112 or by sending an email request to alictd@ameritas.com. You may also view the prospectuses on our website at ameritas.com/investments/fund-prospectuses.

The value of your Policy will increase or decrease based on the investment performance of the variable Investment Options you choose. The investment results of each variable Investment Option are likely to differ significantly and vary over time. They do not earn a fixed interest rate. Please consider carefully, and on a continuing basis, which Investment Options best suit your long-term investment objectives and risk tolerance.

You bear the risk that the variable Investment Options you select may fail to meet their objectives, that they could decrease in value, and that you could lose principal.

Each Subaccount's underlying portfolio operates as a separate variable Investment Option, and the income or losses of one generally has no effect on the investment performance of any other. Restrictions and other material information related to an investment in the variable Investment Option are contained in the prospectuses for each of the underlying portfolios.

The portfolios are designed primarily as investments for variable annuity and variable life insurance policies issued by insurance companies. They are not publicly traded mutual funds available for direct purchase by you. ***There is no assurance the investment objectives will be met.*** An investment in money market funds is neither insured nor guaranteed by the U.S. Government. There can be no assurance that the funds will be able to maintain a stable net asset value of $1.00 per share.

VOTING RIGHTS

As a Policy Owner, you may have voting rights in the portfolios whose shares underlie the Subaccounts in which you invest. You will receive proxy material, and have access to reports, and other materials relating to each underlying portfolio in which you have voting rights. If you send us written voting instructions, we will follow your instructions in voting the Portfolio shares attributable to your Policy. If you do not send us written instructions, we will vote those shares in the same proportions as we vote the shares for which we have received instructions from other Policy Owners. We will vote shares that the Company beneficially holds in the same proportions as we vote the shares for which we receive instructions from other Policy Owners, this is known as “proportionate voting”. As a result of proportionate voting, a small number of Policy owners could determine the outcome of a shareholder vote. The underlying portfolios may not hold routine annual shareholder meetings.

THE FIXED ACCOUNT FIXED INTEREST RATE OPTION

There is one fixed interest rate option ("Fixed Account"), where we bear the investment risk. We guarantee that you will earn a minimum interest rate that will yield at least 3.5% per year, compounded annually. We may declare a higher current interest rate. However, you bear the risk that we will not credit more interest than will yield the minimum guaranteed rate per year for the life of the Policy. The Company sets the interest rate which is not tied to a benchmark or other formula. You may obtain the current declared interest rate for the Fixed Account at no cost by calling 800-745-1112 or by sending an email request to alictd@ameritas.com.

All amounts allocated to the Fixed Account become assets of our General Account and are subject to the Company's claims paying ability. You should look solely to the financial strength of the Company for its claims-paying ability. Funds invested in the Fixed Account have not been registered and are not required to be registered under the Securities Act of 1933. The Fixed Account is not required to register as an investment company under the Investment Company Act of 1940 and is not registered as an investment company under the Investment Company Act of 1940. The Fixed Account is subject to generally applicable provisions of the Federal Securities laws regarding accuracy and completeness of disclosures.

We have sole discretion over how assets allocated to the Fixed Account are invested, and we bear the risk that those assets will perform better or worse than the amount of interest we have declared. Refer to the Policy for additional details regarding the Fixed Account.

The value of the Fixed Account, along with the value in the Separate Account variable Investment Options and the Loan Account, constitute the total Policy Value. Unlike value in the Separate Account variable Investment Options, there are no mortality and expense risk charges deducted from the Fixed Account.

Transfers and Systematic Transfer Programs may be limited to the terms defined in the **TRANSFERS** and **SYSTEMATIC TRANSFER PROGRAMS** sections under the **GENERAL DESCRIPTION OF THE POLICY.** Decreases in the Fixed Account Value as a result of Transfer, Systematic Transfer Programs, partial withdrawals, and Policy Loans, because they affect Policy Value, could result in reductions in the amount of benefit, or lead to lapse of the Policy and riders. Additional information regarding how the value of the Fixed Account is calculated may be found in the **POLICY VALUE** section under **PREMIUMS**.

CHARGES

The following repeats and adds to information provided in the **FEE TABLE** section where the amount of each charge is shown. Please review both prospectus sections, and the Policy, for information on charges. For those Policies issued on a unisex basis in certain states or in certain cases, sex-distinct rates do not apply. Certain charges expressly permit you to designate the Investment Options from which the charge is to be deducted. If there are insufficient funds in such a designated Investment Option, and for all other charges deducted from total Policy Value, charges are deducted Pro-Rata from your selected Subaccount and Fixed Account Investment Options. Any current charge that is less than the applicable maximum may be increased subject to the guaranteed maximum charge.

TRANSACTION FEES

Maximum Sales Charge Imposed On Premiums (Load)
The premium charge is deducted from each premium payment as it is processed (except if it is a premium that is transferred from another Company policy). The current amount of this charge is 3.5% and the maximum charge is 5.0%. This charge is subtracted from the premium received before the funds are applied to the selected Investment Options. Premium taxes are paid by the Company from this charge. The amount added to the selected Investment Options is referred to as the Net Premium.

Premium Taxes
Premium taxes are not a separate charge to you; they are paid by the Company from the Maximum Sales Charge Imposed on Premiums (Load).

Maximum Deferred Sales Charge (Load)
Upon a full surrender from your Policy, we deduct a Maximum Deferred Sales Charge (Load) (referred to as a "Surrender Charge" in this prospectus) from the total Policy Value. The amount and duration of this charge varies by the Insured's sex, Issue Age (or attained age at the time of any increase), risk class, Specified Amount of insurance coverage, and the length of time the Policy has been in force. Generally, the Surrender Charge is higher the older you are when the Policy is issued.

Surrender charges help cover our acquisition costs associated with issuing the Policy or processing an increase should you terminate your Policy during the surrender period. The Surrender Charge duration is 14 years from the date of issue or increase. Surrender Charges apply from the Policy Issue Date as to the initial Specified Amount of insurance coverage, and from the date of any increase as to increases in the Specified Amount. Surrender Charges on increases are in addition to the Surrender Charges applicable from issue. The maximum surrender charge is $48 per $1,000 of Specified Amount. Ask for a Policy illustration or see your Policy for the charges applicable to you. Taxes and tax penalties may apply.

The Surrender Charge deducted at the time of surrender is equal to the initial Surrender Charge at the time of issue or increase multiplied by the applicable percentage from the table below based on the number of years since issue or increase and the age at the time of issue or increase.

POLICY YEAR SINCE ISSUE OR INCREASE OF SPECIFIED AMOUNT	FACTOR	
	AGES 0 – 80	AGES 81 – 90*
1	100%	100%
2	96%	100%
3	92%	95%
4	88%	89%
5	83%	79%
6	75%	68%
7	67%	57%
8	58%	45%
9	50%	34%
10	42%	31%
11	33%	29%
12	25%	25%
13	17%	17%
14	8%	8%
15 +	0%	0%

* Will not be assessed past Attained Age 100.

The following hypothetical example for a **Representative Insured** assumes a male, age 45 at Policy issue and in our best risk class. The Maximum Surrender Charge for this Representative Insured is $16.12. This Surrender Charge per $1,000 may not be representative of the charge that a particular Policy Owner will pay.

POLICY YEAR SINCE ISSUE FOR MALE, AGE 45, BEST RISK CLASS	MAXIMUM SURRENDER CHARGE	FACTOR AGES 0 – 80	SURRENDER CHARGE PER $1,000
1	$16.12	100%	$16.12
2	$16.12	96%	$15.47
3	$16.12	92%	$14.83
4	$16.12	88%	$14.19
5	$16.12	83%	$13.38
6	$16.12	75%	$12.09
7	$16.12	67%	$10.80
8	$16.12	58%	$9.35
9	$16.12	50%	$8.06
10	$16.12	42%	$6.77
11	$16.12	33%	$5.32
12	$16.12	25%	$4.03
13	$16.12	17%	$2.74
14	$16.12	8%	$1.29
15 +	$16.12	0%	$0.00

Other Surrender Fees

Partial Withdrawal Charge

Upon a partial withdrawal from your Policy, we currently deduct a Partial Withdrawal Charge of the lesser of 2% of the withdrawal amount or $25. This fee will be deducted from the Investment Options and in the same allocation as your partial withdrawal allocation instruction; if that is not possible (due to insufficient value in one of the Investment Options you elect) or you have not given such instructions, we will deduct this fee on a Pro-Rata basis from balances in all Subaccounts and the Fixed Account. This helps cover our administrative costs for withdrawals from your Policy. Taxes and tax penalties may apply. The guaranteed maximum Partial Withdrawal Charge is the lesser of 2% of the withdrawal amount or $50 for each partial withdrawal.

Wire Transfer Fee

We charge a $14 wire transfer fee if you request a wire transfer when requesting a Policy Loan, partial withdrawal or surrender. The fee is deducted from the gross amount of the Policy Loan, partial withdrawal or surrender.

Transfer Fees

We will charge a transfer fee for any transfer in excess of 15 transfers per Policy Year. This fee may be deducted only from Policy Investment Options you designate; if that is not possible (due to insufficient value in an Investment Option you elect) or you have not provided such instructions, we will deduct this fee on a Pro-Rata basis from balances in all Subaccounts and the Fixed Account.

Illustration Fee

You may annually request, without charge, an illustration from us. Currently, there is no charge for additional illustrations. However, we reserve the right to charge the maximum fee of $50 for each additional illustration requested in the same Policy year.

PERIODIC CHARGES OTHER THAN ANNUAL PORTFOLIO COMPANY CHARGES

The following charges are deducted from Policy Value on each Policy Month date unless otherwise specified.

Base Policy Charge

Cost of Insurance Charge

The cost of insurance rate per $1,000 of Net Amount at Risk cannot exceed the guaranteed cost of insurance rate that is set forth in the Policy. The maximum cost of insurance each month can be determined by using the guaranteed cost of insurance rate in the formula for cost of insurance, below.

The cost of insurance charge is for providing insurance protection under the Policy. Because the cost of insurance charge depends upon several variables, the cost for each Policy Month can vary from month to month. The cost of insurance rate for the initial Specified Amount of insurance coverage varies by the Insured's sex, Issue Age, risk class, and the length of time the Policy has been in force. The cost of insurance rate for an increase in Specified Amount varies by the Insured's sex, age and risk class at the time of the increase, and the length of time the Policy has been in force since the increase. We may use current cost of insurance rates less than those shown in the Policy, and reserve the right to change them so long as they do not exceed the charges shown in the Policy. Changes will equally apply to similarly situated Policy owners and be based on changes in future expectations of factors such as investment earnings, mortality, persistency, and expenses. We expect a profit from this charge. Ask for a Policy illustration or see your Policy for these charges applicable to you.

The *Cost of Insurance* each month equals:
- The *Net Amount at Risk* for the month; multiplied by
- The cost of insurance rate per $1,000 of Net Amount at Risk; divided by
- $1,000.

The *Net Amount at Risk* in any month equals:
- The death benefit on the Policy Month date, discounted at the guaranteed rate of interest for the Fixed Account for one month; minus
- The Policy Value on the Policy Month date after deducting the charge for any optional features selected and the administrative charges but not the cost of insurance charge.

Mortality And Expense Risk Fees
The Mortality and Expense Risk Fees are for the mortality risks we assume – that Insureds may live for shorter periods of time than we estimate, and also compensates us for the Policy expense risks we assume. If this charge exceeds our actual costs to cover these risks, the excess goes to our General Account. Conversely, if this charge is not enough, we bear the additional expense, not you. See the **Fee Table** for the maximum charge. The current annual charge is 0.70% in years 1 through 15 and 0.10% thereafter. This charge is applied daily to Separate Account assets in determining the daily Accumulation Unit value of each Subaccount. We expect a profit from this charge.

Administrative Expenses
Administrative charges partially compensate us for our costs in issuing and administering the Policy and operating the Separate Account. We do not anticipate making a profit from these charges. See the **FEE TABLE** for the maximum charge. The current monthly charge is $7.50.

Monthly Specified Amount Charge
For certain rate classes and Issue Ages, the maximum cost of insurance rates and other Policy charges are insufficient to cover our costs in issuing and administering the Policy, operating the Separate Account and providing the benefits under the Policy. The Specified Amount charge partially compensates us for these costs. We do anticipate making a profit from this charge. The maximum monthly Specified Amount charge, if any, is shown on your Policy schedule. This maximum charge remains level for Policy Years 1 – 20 and $0.00 for Policy Years 21 and after. Any increase in Specified Amount may result in an additional Monthly Specified Amount charge as shown on your Policy schedule.

Accelerated Benefit For Terminal Illness Rider
This rider provides as much as 50% of the death benefit, up to $250,000 when the Insured is terminally ill and is anticipated to live less than 1 year. There is no annual cost for this rider. The payment of any accelerated benefit under this rider is subject to an administrative fee not to exceed $50. For additional information on this rider, see the **OPTIONAL BENEFITS UNDER THE POLICY** section.

Paid-Up Life Insurance Benefit
The benefit provided by this endorsement will keep your Policy from lapsing when you have a large outstanding Policy Loan Balance. We will deduct 3.5% of the Policy Value on the date you elect this benefit. For additional information on this rider, see the **OPTIONAL BENEFITS UNDER THE POLICY** section.

Policy Loans
If you borrow from your Account Value, interest accrues on outstanding Policy Loan amounts. After five Policy years, a lower interest rate may be available for a portion of your Policy Loan. See the **LOANS** section for more information on applicable interest rates.

Optional Benefit Charges
The cost for any optional features you select (sometimes called Policy "Riders") is also deducted monthly from Policy Value. See the **FEE TABLE** for information about the costs of these features, and refer to **OTHER BENEFITS AVAILABLE UNDER THE POLICY** for descriptions of these features. Optional features may not be available in all states.

COMMISSIONS PAID TO DEALERS

During the first Policy Year, the commission may equal an amount up to 117% of the first year target premium paid plus the first year cost of any riders and 5% for premiums paid in excess of the first year target premium. For Policy Years two through seven, the commission may equal an amount up to 4% of premiums paid. Broker-dealers may also receive a service fee up to an annualized rate of 0.25% of the Accumulation Value beginning in the eighth Policy Year.

PORTFOLIO COMPANY CHARGES

Each Subaccount's underlying portfolio has investment advisory expenses. These expenses, as of the end of each portfolio's last fiscal year, are stated in this prospectus' **APPENDIX A** and described in more detail in each fund's prospectus. A portfolio's charges and expenses are not deducted from your Policy Value. Instead, they are reflected in the daily value of portfolio shares which, in turn, will affect the daily Accumulation Unit value of the Subaccounts. These charges and expenses help to pay the portfolio's investment adviser and operating expenses.

GENERAL DESCRIPTION OF THE POLICY

THE PARTIES

Insured
The Insured is the person upon whose life this Policy is issued. This individual's personal information determines the cost of the life insurance coverage. The Owner also may be the Insured.

Owner
The Owner (also referred to as Policy Owner) is the person(s) or legal entity who may exercise all rights and privileges under the Policy. If there are joint Owners, the signatures of both Owners are needed to exercise rights under the Policy. If the Policy has been absolutely assigned, the assignee is the Owner. A collateral assignee is not the Owner.

Beneficiary
The Beneficiary is the person to whom the death benefit proceeds are payable upon the death of the Insured. You may change your Beneficiary by sending Written Notice to us, unless the named Beneficiary is irrevocable. Once we record and acknowledge the change, it is effective as of the date you signed the Written Notice. The change will not apply to any payments made or other action taken by us before recording. If the named Beneficiary is irrevocable, you may change the named Beneficiary only by Written Notice signed by both you and the Beneficiary. If more than one named Beneficiary is designated, and you fail to specify their interest, they will share equally.

If the named Beneficiary dies before you, then your estate is the Beneficiary until you name a new Beneficiary.

The interest of any Beneficiary is subject to that of any assignee.

Minor Owner or Beneficiary
Generally (and except as provided for in some states) a minor may not own the Policy solely in the minor's name and cannot receive payments directly as a Policy Beneficiary. Contrary to common belief, in most States parental status does not automatically give parents the power to provide an adequate release to us to make beneficiary payments to the parent for the minor's benefit. A minor can "own" a Policy through the trustee of a trust established for the minor's benefit, or through the minor's named and court appointed guardian, who owns the Policy in his or her capacity as trustee or guardian. Where a minor is a named Beneficiary, we are able to pay the Minor's beneficiary payments to the minor's trustee or guardian. Some States allow us to make such payments up to a limited amount directly to parents. Parents seeking to have a minor's interest made payable to them for the minor's benefit are encouraged to check with their local court to determine the process to be appointed as the minor's guardian; it is often a very simple process that can be accomplished without the assistance of an attorney. If there is no adult representative able to give us an adequate release for payment of the minor's beneficiary interest, we will retain the minor's interest on deposit until the minor attains the age of majority.

STATE VARIATIONS

Certain features of your Policy may be different than the features described in the prospectus if your Policy is issued in the states or district described below. Further variations may arise; the variations are subject to change without notice.

STANDARD POLICY INFORMATION	
Free Look Provision:	If allowed by state law, the amount of the refund will equal the sum of all charges deducted from premiums paid, plus the net premiums allocated to the Fixed Account and to the Separate Account adjusted by investment gains and losses. Otherwise, the amount of the refund will equal the gross premiums paid.
NOTABLE STATE VARIANCES	
CO	**Free Look Provision:** 15 day free look
CA	**Special Policy Cover:** Seniors Age 60 and Over with 30 day free look.
CT	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
FL	**Grace Period:** 31 day grace period
GA	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
ID	**Free Look Provision:** 20 day free look
IL	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
KS	**Free Look Provision:** The amount of the refund will be equal to the sum of: (1) the difference between the premiums paid, including any Policy fees or other charges and the amounts allocated to any separate accounts under the Policy; and (2) the value of the amounts allocated to any separate accounts under the Policy on the date the returned Policy is received by us or the selling agent.
MA	**Policy:** Must always issue as unisex Policy. **Free Look Provision:** The amount of the refund will equal the gross premium paid.

MI	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
MN	**Free Look Provision:** The Insured must return all payments made for this Policy within ten days after it receives notice of cancellation and the returned Policy.
MO	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
MT	**Policy:** Must always issue as unisex Policy.
NC	**Free Look Provision:** The amount of the refund will equal the gross premium paid less any withdrawals.
ND	**Free Look Provision:** 20 day free look
NJ	**Free Look Provision:** The amount of the refund will equal the sum of all charges deducted from premiums paid, plus the net premiums allocated to the Fixed Account and to the Separate Account adjusted by investment gains and losses.
OK	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
PA	**Free Look Provision:** The amount of the refund will equal the sum of all charges deducted from premiums paid, plus the net premiums allocated to the Fixed Account and to the Separate Account adjusted by investment gains and losses.
SC	**Free Look Provision:** 20 day free look
TX	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
UT	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
VT	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.
WV	**Free Look Provision:** The amount of the refund will equal the gross premiums paid.

ALLOCATING PREMIUM

You may allocate your premiums among the variable Investment Options and the Fixed Account fixed interest rate option. Initial allocations in your Policy application will be used for additional premiums until you change your allocation instructions.

- Allocations must be in whole percentages and total 100%.
- You may change your allocation by sending us Written Notice or through an authorized telephone transaction or online transaction. The change will apply to premiums received on or after the date we receive your Written Notice or authorized telephone transaction.
- All premiums will be allocated pursuant to your instructions on record with us, except your initial premium and any additional premiums received during your Policy's "right to examine" period may be subject to special requirements.

"Right to Examine" Period Allocations

Return of Value State. In states that permit us to refund your Policy Value upon your cancellation of the Policy during the "right to examine" period, we will allocate your initial premium to your selected variable Investment Options on the date of issue of the Policy.

Return of Premium States and IRA plan Policies. In states that require us to refund at least your full premium upon your cancellation of the Policy during the "right to examine" period, we will hold the portion of your initial premium allocated to the Separate Account in the money market subaccount for 13 days. Then, we will invest your initial premium in the variable Investment Options pursuant to your application instruction. (Any additional premiums we receive during the "right to examine" period plus 3 days will be allocated in the same manner.) If, at the end of the "right to examine" period, you decide to cancel your Policy, we will refund the greater of the Policy Value or premiums paid.

Until your Policy is issued, premium payments received by us are held in our General Account and are credited with interest at a rate we determine.

TELEPHONE TRANSACTIONS

Telephone Transactions Permitted

- Transfers among Investment Options.
- Establish systematic transfer programs.
- Change premium allocations.

How to Authorize Telephone Transactions

- Upon your authorization on the Policy application or in Written Notice to us, you, your registered representative or a third person named by you may do telephone transactions on your behalf. You bear the risk of the accuracy of any designated person's instructions to us.

Telephone Transaction Rules

- Must be received by close of the New York Stock Exchange ("NYSE") (usually 3 p.m. Central Time); if later, the transaction will be processed the next day the NYSE is open.
- Calls will be recorded for your protection.
- For security, you or your authorized designee must provide your Social Security number and/or other identification information.
- May be discontinued at any time as to some or all Owners.

We are not liable for following telephone transaction instructions we reasonably believe to be genuine.

TRANSFERS

The Policy is designed for long-term investment. Excessive transfers such as those triggered by market timing services or other large or frequent transfers could harm other Policy Owners by having a detrimental effect on investment portfolio management. In addition to the right of each Portfolio to impose redemption fees on short-term trading, **we reserve the right to reject any specific premium allocation or transfer request, if in the judgment of a Subaccount portfolio fund advisor, a Subaccount portfolio would be unable to invest effectively in accordance with its investment objectives and policies, or if Policy owners would otherwise potentially be adversely affected.**

We consider any transfer of money out of a Subaccount within 60 days of a purchase to be evidence of possible market timing. We will not execute such a trade until we provide the underlying portfolio's investment advisor with information about it for an opportunity to evaluate the transfer pursuant to the investment advisor's own standards, as stated in the Subaccount's underlying portfolio prospectus. Ultimately the portfolio's investment advisor has the authority to make the determination whether or not to accept a transfer.

Subject to restrictions during the "right to examine period," you may transfer Policy Value from one Subaccount to another, from the Separate Account to the Fixed Account, or from the Fixed Account to any Subaccount, subject to these rules:

Transfer Rules:

- A transfer is any single request to move assets between one or more Investment Options.
- We must receive notice of the transfer requested by either Written Notice, an authorized telephone transaction, or by Internet when available. Our Trading Unit fax number is 402-467-7923. Transfers will be processed on the Business Day they are received by our Trading Unit if received before close of the New York Stock Exchange (usually 3:00 p.m. Central Time). You must be available to receive a confirmation telephone call for any faxed transfer requests sent to us, or your trade may not be processed until it is confirmed.
- The transferred amount must be at least $250, or the entire Subaccount or Fixed Account Value if it is less. If the value remaining in a Subaccount after a transfer will be less than $250 in a Subaccount or $100 in the Fixed Account, we will include that amount as part of the transfer. Information regarding Dollar Cost Averaging, Portfolio Rebalancing, and Earnings Sweep systematic transfer programs is available under the **SYSTEMATIC TRANSFER PROGRAMS** section.
  - If the Dollar Cost Averaging systematic transfer program is used, then the minimum transfer amount out of a Subaccount or the Fixed Account is the lesser of $250 or the balance in the Subaccount or Fixed Account. Under this program, the maximum amount that may be transferred from the Fixed Account each month is 1/36th of the value of the Fixed Account at the time the Dollar Cost Averaging program is established. While a Dollar Cost Averaging program is in effect, elective transfers out of the Fixed Account are prohibited.
  - The Portfolio Rebalancing and Earnings Sweep systematic transfer programs have no minimum transfer amounts.
- The first 15 transfers each Policy Year are free. Thereafter, transfers will result in a $10 charge for each transfer. See the **CHARGES** section of this prospectus for information about this charge. This fee is deducted on a Pro-Rata basis from balances in all Subaccounts and the Fixed Account; it is not subtracted from the amount of the transfer. Transfers under any systematic transfer program do count toward the 15 free transfers limit.
- A transfer from the Fixed Account (except made pursuant to a systematic transfer program):
  - may be made only once each Policy Year;
  - may be delayed up to six months;
  - is limited during any Policy Year to the greatest of:
    - 25% of the Fixed Account Value on the date of the transfer during that Policy Year;
    - the greatest amount of any similar transfer out of the Fixed Account during the previous 13 months;
    - $1,000.
- We reserve the right to limit transfers, or to modify transfer privileges, and we reserve the right to change the transfer rules at any time. We and the investment advisers consider market timing strategies, programmed transfers or transfers that are large in relation to the total assets of an Investment Option's underlying portfolio as disruptive. We may react to disruptive transfers by, among other things, restricting the availability of personal telephone requests, fax transmissions, automated telephone services, Internet services or any electronic transfer service. We may also refuse to act on transfer instructions of an agent acting under a power of attorney or otherwise who is acting on behalf of one or more Owners. In making these determinations, we may consider the combined transfer activity of annuity contracts and life insurance policies that we believe are under common ownership, control or direction.
- If the Policy Value in any Subaccount falls below $100, we may transfer the remaining balance, without charge, to the money market subaccount.
- In the event you authorize telephone or Internet transfers, we are not liable for telephone or Internet instructions that we in good faith believe you authorized. We will employ reasonable procedures to confirm that instructions are genuine.

Omnibus Orders

Purchase and redemption orders received by the portfolios generally are "omnibus" orders from intermediaries such as retirement plans and separate accounts funding variable insurance products. The omnibus orders reflect the aggregation and netting of multiple orders from individual retirement plan participants and individual owners of variable insurance products. The omnibus nature of these orders may limit the ability of the portfolios to apply their respective disruptive trading policies and procedures. We cannot guarantee that the portfolios will not be harmed by transfer activity relating to the retirement plans or other insurance companies that may invest in the portfolios. These other insurance companies are responsible for their own policies and procedures regarding frequent transfer activity. If their policies and procedures fail to successfully discourage harmful transfer activity, it will affect other owners of portfolio shares, as well as the owners of all variable life insurance or variable annuity contracts, including ours, whose variable Investment Options correspond to the affected portfolios. In addition, if a portfolio believes that an omnibus order that we submit may reflect one or more transfer requests from Owners engaged in disruptive trading, the portfolio may reject the entire omnibus order and thereby delay or prevent us from implementing your request.

THIRD-PARTY SERVICES

Where permitted and subject to our rules (including those Transfer Rules above regarding rejection of a transfer request), we may accept your authorization to have a third party (such as your sales representative or someone else you name) exercise transfers or investment allocations on your behalf. Third-party transfers and allocations are subject to the same rules as all other transfers and allocations. You can make this election on the application or by sending us Written Notice on a form provided by us. Please note that any person or entity you authorize to make transfers or allocations on your behalf, including any investment advisory, asset allocation, money management or timing service, does so independently from any agency relationship they may have with us for the sale of the Policies. They are accountable to you alone for such transfers or allocations. We are not responsible for such transfers or allocations on your behalf, or recommendations to you, by such third-party services. You should be aware that charges charged by such third parties for their service are separate from and in addition to charges paid under the Policy.

Third Party Traders

We reserve the right to restrict transfers by any firm or any other third party authorized to initiate transfers on behalf of multiple Policy Owners if we determine such third party trader is engaging in a pattern of transfers that may disadvantage Policy Owners. In making this determination, we may, among other things:

- reject the transfer instructions of any agent acting under a power of attorney on behalf of more than one Policy Owner, or
- reject the transfer or exchange instructions of individual Policy Owners who have executed transfer forms which are submitted by market timing firms or other third parties on behalf of more than one Policy Owner.

We will notify affected Policy Owners before we limit transfers, modify transfer procedures or refuse to complete a transfer. Transfers made pursuant to participation in a dollar cost averaging, portfolio rebalancing, earnings sweep or asset allocation program are not subject to these rules. See the sections of the prospectus describing those programs for the rules of each program.

SYSTEMATIC TRANSFER PROGRAMS

Transfers under any systematic transfer program do count toward the 15 free transfer limit. We reserve the right to alter or terminate any systematic transfer program upon thirty days advance Written Notice. Only one systematic transfer program may be utilized at a time.

Dollar Cost Averaging Program

Dollar Cost Averaging allows you to automatically transfer, on a periodic basis, a set dollar amount or percentage from the money market subaccount or the Fixed Account to any other Subaccount(s) or the Fixed Account. Requested percentages are converted to a dollar amount. You can begin Dollar Cost Averaging when you purchase the Policy or later. You can increase or decrease the amount or percentage of transfers or discontinue the program at any time. Dollar Cost Averaging is intended to limit loss by resulting in the purchase of more Accumulation Units when an underlying portfolio company's value is low, and fewer units when its value is high. However, there is no guarantee that such a program will result in a higher Policy Value, protect against a loss, or otherwise achieve your investment goals.

Dollar Cost Averaging Rules:

- There is no additional charge for the Dollar Cost Averaging program.
- We must receive notice of your election and any changed instruction – either Written Notice or by telephone transaction instruction.
- Automatic transfers can only occur monthly.
- The minimum transfer amount out of the money market subaccount or the Fixed Account is the lesser of $250 or the balance in the Subaccount or Fixed Account. Under this program, the maximum amount that may be transferred from the Fixed Account each month is 1/36th of the Fixed Account Value at the time Dollar Cost Averaging is established. While a Dollar Cost Averaging program is in effect, elective transfers out of the Fixed Account are prohibited. There is no maximum transfer amount limitation applicable to any of the Subaccounts.
- Dollar Cost Averaging program transfers cannot begin before the end of a Policy's "right to examine" period.

- You may specify that transfers be made on the 1st through the 28th day of the month. Transfers will be made on the date you specify (or if that is not a Business Day, then on the next Business Day). If you do not select a date, the program will begin on the next Policy Month date following the date the Policy's "right to examine" period ends.
- You can limit the number of transfers to be made, in which case the program will end when that number has been made. Otherwise, the program will terminate when the amount remaining in the money market subaccount or the Fixed Account is less than $100.
- Dollar Cost Averaging is not available when the Portfolio Rebalancing Program is elected.

Portfolio Rebalancing Program

The Portfolio Rebalancing program allows you to rebalance your Policy Value among designated Subaccounts only as you instruct. You may change your rebalancing allocation instructions at any time. Any change will be effective when the next rebalancing occurs.

Portfolio Rebalancing Program Rules:

- There is no additional charge for the Portfolio Rebalancing program.
- The Fixed Account is excluded from this program.
- You must request the rebalancing program, give us your rebalancing instructions, or request to end this program either by Written Notice or by telephone transaction instruction.
- You may have rebalancing occur quarterly, semi-annually or annually.
- Portfolio Rebalancing is not available when the Dollar Cost Averaging Program is elected.

Earnings Sweep Program

The Earnings Sweep program allows you to rebalance your Policy Value by automatically allocating earnings from your Subaccounts among designated Investment Options (Subaccounts or the Fixed Account), either based on your original Policy allocation of premiums or pursuant to new allocation instructions. You may change your Earnings Sweep program instructions at any time. Any change will be effective when the next sweep occurs.

Earnings Sweep Program Rules:

- There is no additional charge for the Earnings Sweep program.
- The Fixed Account is included in this program.
- You must request the Earnings Sweep program, give us your allocation instructions or request to end this program either by Written Notice or by telephone transaction instruction.
- You may have your earnings sweep quarterly, semi-annually or annually.

ASSET ALLOCATION PROGRAM

We may offer an asset allocation program using models. However, you always have the ability to construct your own asset allocation plan from among the Investment Options available in your Policy. Asset allocation programs using models are intended to match model risk tolerance and investment objectives with the Investment Options available in your Policy.

To assist you in your selection of an asset allocation model, we offer an Asset Allocation Program (the "Program"). The Program consists of models that were developed by an unaffiliated third-party investment adviser. The unaffiliated third-party investment adviser provided research and business support services relating to the models and selected the specific funds to populate each model from those available in the Policy. Ameritas Life paid for these consultant services at no additional cost to the Policy Owners.

Ameritas Investment Company, LLC ("AIC"), an affiliate of ours, previously served as discretionary investment adviser for Program participants solely in connection with the development and periodic updates to the model portfolios. In this regard, AIC entered into an investment advisory agreement with each Policy Owner participating in the Program. In its role as investment adviser, AIC relied upon the recommendations of third parties to provide research and business support services and select the specific funds to populate the models. AIC's role as investment adviser for development of and periodic updates to the models terminated on August 1, 2016, and the models in the Program no longer undergo periodic updates.

Important Information Concerning the Asset Allocation Program after August 1, 2016

On and after August 1, 2016, the models in the Program no longer undergo periodic updates (the models became "static"). Any investment advisory agreement you previously entered into with AIC terminated, and AIC no longer makes updates to the models. Policy Owners received notice of the termination of their investment advisory agreement and additional notice that the models were becoming static. The models will remain invested in accordance with the most recent model allocations. You may continue rebalancing your allocation among the funds in your particular static model on a quarterly basis. You were not required to take any action to continue participating in a static model. You may allocate to a different static model or discontinue participating in static models.

To participate in the Program:

- **You are responsible for determining which model is best for you.** Your financial adviser can help you make this determination and may provide you with an investor questionnaire to help you define your investing style. There is no guarantee that the model you select is appropriate to your ability to withstand investment risk. We are not responsible for your selection of a specific Investment Option or model, or your decision to change to a different Investment Option.

- You must allocate all of your Policy Value to one asset allocation model. We must receive notice of your asset allocation model election by Written Notice before we can begin a Program for you. Only you can select which model is best for you. The Asset Allocation questionnaire can be an aid, but is just a tool; you will make your own selection. You may wish to consult with your own financial professional to determine whether participation in the Program is best for you, and if so, which model is most suitable.
- If you are currently participating in a Program model and you make changes to your allocations outside the model, you will be considered as having withdrawn from the Program. You will be required to communicate with the Service Center if you wish to make a transfer or trade. The Service Center will communicate that your election to execute a trade will result in the discontinuance of the Program for your Policy prior to you being able to execute any telephone transaction.
- You may participate in quarterly rebalancing where each quarter we will automatically rebalance the Subaccount Values to be consistent with the allocation percentages for the Program model that you selected. Such rebalancing will be disclosed in quarterly statements to you. Performance of each model is updated monthly on our website and is available upon request.

The Program consists of five models, ranging from aggressive to conservative. On and after August 1, 2016, the static models will retain these descriptions.

- Aggressive Model – The Aggressive Model is for long-term investors who want high growth potential and do not need current income. The model may entail substantial year-to-year volatility in exchange for potentially higher long-term returns. Losses are still possible.
- Capital Growth Model – The Capital Growth Model is for long-term investors who want good growth potential and do not need current income. The model entails a fair amount of volatility, but not as much as the Aggressive Model. Losses are still possible.
- Balanced Model – The Balanced Model is for long-term investors who do not need current income and want some growth potential. The model is likely to entail some fluctuations, but presents less volatility than the overall equity market. Losses are still possible.
- Moderate Model – The Moderate Model is for investors who seek current income and stability, with modest potential for increase in the value of their investments. Losses are still possible.
- Conservative Model – The Conservative Model is for investors who seek current income and stability, and are less concerned about growth. Losses are still possible.

The *Adding, Deleting or Substituting Variable Investment Options* Section below describes how changes to the Subaccounts' underlying portfolios will be addressed in the static models.

Potential Conflicts of Interest Relating to Program Models

We, and our affiliates, managed the competing interests that had the potential to influence the decision making with regard to the models by engaging a third-party investment adviser to design the models and select the Investment Options for such models. Such competing interests included the following: AIC is compensated by us as principal underwriter for the Policies and as a distributor for a majority of our Policies. Calvert Variable Trust, Inc. and Calvert Variable Series, Inc. (the "Calvert Funds"), have portfolios offered through the Policy. The Calvert Funds were advised by Calvert Investment Management, Inc. ("CIM"), an affiliate of ours prior to December 31, 2016, and certain of the Calvert Funds are subadvised by Ameritas Investment Partners, Inc. ("AIP") a current affiliate of ours. CIM was and AIP is compensated for administrative, advisory and sub-advisory services they provided or provide to Calvert Funds. Calvert Fund portfolios may or may not be included in the models. We may receive administrative services fees from other portfolios that are available as Investment Options or distribution fees. As a result of these competing interests the affiliated parties faced in this Program, there was an increased potential risk of a conflict of interest in these arrangements.

There is no additional charge for selecting the Program. Although asset allocation programs are intended to mitigate investment risk, there is a risk that investing pursuant to a model will still result in losses. The models will remain unchanged, thus, the percentages of your Policy Value allocated to each portfolio within the selected model will not be changed by us, and subsequent purchase payments will be invested in the same model unless we receive new instructions. Over time, the static model you select may no longer align with its original investment objective due to the effects of underlying portfolio performance and changes in underlying portfolio investment objectives. Therefore, your investment may no longer be consistent with your objectives. Portfolio rebalancing may help address this risk, but this is not guaranteed. You should consult with your financial professional about how to keep your allocations in line with your current investment goals.

We may discontinue the Asset Allocation Program at any time. We reserve the right to modify the terms of the Program. We may configure new static models from time to time. We will provide advance notice of any such changes to the Program and inform you of your options.

GENERAL ACCOUNT

The General Account includes all of our assets except those assets segregated in separate accounts. We have sole discretion to invest the assets of the General Account, subject to applicable law. Until your Policy is issued, any premium payments we receive are held in our General Account. Obligations under the Policy that are funded by Ameritas Life's General Account include the Fixed Account, the Loan Account, and fixed payments including death benefit proceeds. These obligations of the General Account are subject to the claims of our creditors and the claims paying ability and

financial strength of the Company. It is not a bank account and it is not insured by the FDIC or any other government agency.

POLICY OR REGISTRANT CHANGES

Policy Changes

We reserve the right to make such changes in the Policy as we deem necessary to assure it qualifies as a life insurance contract under the Internal Revenue Code and continues to provide the tax benefits of such qualification.

Adding, Deleting or Substituting Variable Investment Options

We do not control the Subaccounts' underlying portfolios, so we cannot guarantee that any of the portfolios will always be available.

We retain the right to change the investments of the Separate Account, and to eliminate the shares of any Subaccount's underlying portfolio and substitute shares of another series fund portfolio if the shares of an underlying portfolio are no longer available for investment or if, in our judgment, investment in the portfolio would be inappropriate in view of the purposes of the Separate Account. We may add new Separate Account underlying portfolios, or eliminate existing underlying portfolios, when, in our sole discretion, conditions warrant a change. In all of these situations, we will receive any necessary SEC and state approval before making any such change.

Our Separate Account may be (i) operated as an investment management company or any other form permitted by law, (ii) deregistered with the SEC if registration is no longer required, or (iii) combined with one or more other separate accounts. To the extent permitted by law, we also may transfer assets of the Separate Account to other accounts. Where permitted by applicable law, we reserve the right to remove, combine or add Subaccounts. Subaccounts may be closed to new or subsequent transfers or allocations. We will receive any necessary SEC and state approval before making any of these changes.

We will notify you of any changes to the variable Investment Options.

Resolving Material Conflicts – Underlying Investment Interests

In addition to serving as underlying portfolios to the Subaccounts, the portfolios are available to registered separate accounts of other insurance companies offering variable annuity and variable life insurance contracts. We do not currently foresee any disadvantages to you resulting from the fund companies selling portfolio shares to fund other products. However, there is a possibility that a material conflict of interest may arise between Policy Owners and the owners of variable contracts issued by other companies whose values are allocated to one of the portfolios. Shares of some of the portfolios also may be sold to certain qualified pension and retirement plans qualifying under section 401 of the Internal Revenue Code. As a result, there is a possibility that a material conflict may arise between the interests of Owners or owners of other contracts (including contracts issued by other companies), and such retirement plans or participants in such retirement plans. In the event of a material conflict, we will take any necessary steps to resolve the matter, including removing that portfolio as an underlying Investment Option of the Separate Account. The Board of Directors of each fund company will monitor events in order to identify any material conflicts that may arise and determine what action, if any, should be taken in response to those events or conflicts. See the accompanying prospectuses of the portfolios for more information. (Also see the **TRANSFERS** section, **Omnibus Orders**.)

DISRUPTIVE TRADING PROCEDURES

Organizations or individuals that use market timing investment strategies and make frequent or other disruptive transfers should not purchase the Policy, unless such transfers are limited to Subaccounts whose underlying portfolio prospectus specifically permits such transfers.

The Policy is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the market. Such frequent trading, programmed transfers, or transfers that are large in relation to the total assets of a Subaccount's underlying portfolio can disrupt management of a Subaccount's underlying portfolio and raise expenses. This in turn can hurt the performance of an affected Subaccount and therefore hurt your Policy's performance. The risks and harmful effects of disruptive trading include:

- dilution of the interests of long-term investors in a separate account if market timers manage to transfer into a portfolio at prices that are below the true value or to transfer out of the portfolio at prices that are above the true value of the portfolio's investments (some market timers attempt to do this through methods known as "time-zone arbitrage" and "liquidity arbitrage");
- reduced investment performance due to adverse effects on portfolio management by:
  - impeding a portfolio investment adviser's ability to sustain an investment objective;
  - causing the portfolio to maintain a higher level of cash than would otherwise be the case;
  - causing a portfolio to liquidate investments prematurely (or otherwise at an inopportune time) in order to pay withdrawals or transfers out of the portfolio; and
- increased costs to you in the form of increased brokerage and administrative expenses. These costs are borne by all Policy owners invested in those separate accounts, not just those making the transfers.

Do not invest with us if you intend to conduct market timing or potentially disruptive trading.

Policy Owners should be aware that we are contractually obligated to provide, at the portfolio investment adviser's request, Policy Owner transaction data relating to trading activities, including tax identification numbers and other identifying information contained in our records to assist in identifying any pattern or frequency of Subaccount transfers that may violate the portfolio's trading policies. We are obligated to follow each portfolio investment adviser's instructions regarding enforcement of their trading Policy. On receipt of written instructions from a portfolio investment adviser, we will restrict or prohibit further purchases or transfers by Policy Owners identified as having engaged in transactions that violate the portfolio's trading policies. We are not authorized to grant exceptions to an underlying portfolio's trading Policy. Please refer to each portfolio's prospectus for more information on its trading policies.

We reserve the right to reject or restrict, in our sole discretion, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions. We further reserve the right to impose restrictions on transfers that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Policy owners. Restrictions may include changing, suspending or terminating telephone, online and fax transfer privileges. We will enforce any Subaccount underlying portfolio investment adviser's restrictions imposed upon transfers considered by the portfolio investment adviser to be disruptive. Our disruptive trading procedures may vary from Subaccount to Subaccount, and may also vary due to differences in operational systems and contract provisions. However, any Subaccount restrictions will be uniformly applied; we do not make special arrangements or grant exceptions or waivers to accommodate any persons or class of persons with regard to these procedures.

There is no assurance that the measures we take will be effective in preventing market timing or other excessive transfer activity. Our ability to detect and deter disruptive trading and to consistently apply our disruptive trading procedures may be limited by operational systems and technological limitations which may result in some Policy Owners being able to market time. Also, because other insurance companies and retirement plans may invest in Subaccount underlying portfolios, we cannot guarantee that Subaccount underlying portfolios will not suffer harm from disruptive trading within contracts issued by them.

Excessive Transfers

We reserve the right to restrict transfers if we determine you are engaging in a pattern of transfers that may disadvantage Policy Owners. In making this determination, we will consider, among other things:

- the total dollar amount being transferred;
- the number of transfers you make over a period of time;
- whether your transfers follow a pattern designed to take advantage of short-term market fluctuations, particularly within certain Subaccount underlying portfolios;
- whether your transfers are part of a group of transfers made by a third party on behalf of individual Policy Owners in the group; and
- the investment objectives and/or size of the Subaccount underlying portfolio.

PREMIUMS

POLICY APPLICATION AND ISSUANCE

Replacing an existing life insurance Policy is not always your best choice. Evaluate any replacement carefully.

The Insured must not be older than age 90 on the Insured's birthday nearest to the Policy Date. The minimum initial Specified Amount (or "face amount") of life insurance is $50,000. To purchase a Policy, you must submit an application, at least the Initial Premium (see below), and provide evidence of the proposed insured's insurability satisfactory to us. Before accepting an application, we conduct underwriting to determine insurability. We reserve the right to reject any application or premium. If we issue a Policy, insurance coverage will be effective as of the Policy Date.

Application in Good Order

- All application questions must be answered, but particularly note these requirements:
- The Owner's and Insured's full name, Social Security number (tax identification number for a business or trust Owner), date of birth, and certain other required information must be included.
- Your premium allocations must be complete, be in whole percentages and total 100%.
- Initial Premium requirements must be met (see below).
- Your signature and your agent's signature must be on the application.
- City, state and date the application was signed must be completed.
- You must provide all information required for us to underwrite your application (including health and medical information about the Insured, and other information we consider relevant).
- If you have one, please give us your e-mail address to facilitate receiving updated Policy information by electronic delivery.
- There may be forms in addition to the application required by law or regulation, especially when a replacement of other coverage is involved.
- Your agent must be both properly licensed and appointed with us.

PREMIUM REQUIREMENTS

Your premium checks should be made payable to "Ameritas Life Insurance Corp." We may postpone crediting any payment made by check until the check has been honored by your bank. Payment by certified check, banker's draft or cashier's check will be promptly applied. Under our electronic fund transfer program, you may select a monthly payment schedule for us to automatically deduct premiums from your bank account or other sources.

Initial Premium

- At least Minimum Premium times the number of months between the Policy Date and the date the Policy is issued plus one month.

Additional Premiums

- Payment of additional premiums is flexible, but must be enough to cover Policy charges. Because the cost of insurance charge depends upon several variables, the cost for each Policy Month can vary from month to month. The Policy will remain in force as long as Cash Surrender Value is sufficient to cover monthly deductions or the Minimum Guaranteed Death Benefit is in effect.
- If a premium increases the net amount of insurance coverage at risk, it is subject to evidence of the Insured's continued insurability and our underwriting requirements as to the amount of the increase.
- Planned Periodic Premiums may be paid annually, semi-annually, quarterly or monthly. You may change your Planned Periodic Premium, subject to our approval. Because Policy Value can fluctuate depending upon the performance of your selected variable Investment Options, payment of your Planned Periodic Premiums does not guarantee that your Policy will remain in force. Your Policy can lapse even if you pay all Planned Periodic Premiums on time.
- If there is a Policy Loan, you should identify any payment intended to reduce a Policy Loan as a Policy Loan repayment; otherwise it will be treated as a premium and added to Policy Value.
- We reserve the right to limit premiums or refund any values so the Policy qualifies as life insurance under the federal Internal Revenue Code.

POLICY VALUE

On your Policy's date of issue, Policy Value (or "Account Value" or "Accumulation Value") equals your initial net premium (premium less the Percent of Premium Taxes) less the Policy's first monthly deduction. On any Business Day thereafter, your total Policy Value equals the sum of Policy Value in the Separate Account variable Investment Options, the Fixed Account and the Loan Account, minus any monthly deduction due but unpaid.

Separate Account Value

Premiums or transfers allocated to Subaccounts are accounted for in Accumulation Units. The Policy Value held in the Separate Account Subaccounts on any Business Day is determined by multiplying each Subaccount's Accumulation Unit value by the number of Allocation Units held in the Subaccount allocated to the Policy. Each Subaccount's Accumulation Unit value is calculated at the end of each Business Day as follows:

a) the per share net asset value of the Subaccount's underlying portfolio as of the end of the current Business Day plus any dividend or capital gain distribution declared and unpaid by the underlying portfolio during that Business Day,
b) times the number of shares held by the Subaccount, before the purchase or redemption of any shares on that date; minus
c) the daily mortality and expense risk fee; and this result divided by
d) the total number of Accumulation Units held in the Subaccount on the Business Day before the purchase or redemption of any Accumulation Units on that day.

When transactions are made to or from a Subaccount, the actual dollar amounts are converted to Accumulation Units. The number of Accumulation Units for a transaction is equal to the dollar amount of the transaction divided by the Accumulation Unit value on the Business Day the transaction is made.

Fixed Account Value

The Policy Value of the Fixed Account on any Business Day equals:

a) the Policy Value of the Fixed Account at the end of the preceding Policy Month; plus
b) any net premiums credited to the Fixed Account since the end of the previous Policy Month; plus
c) any transfers from the Subaccounts to the Fixed Account since the end of the previous Policy Month; plus
d) any transfers from the Loan Account to the Fixed Account since the end of the previous Policy Month, minus
e) any transfers from the Fixed Account to the Loan Account since the end of the previous Policy Month; minus
f) any transfers and transfer fee from the Fixed Account to the Subaccounts since the end of the previous Policy Month; minus
g) any partial withdrawal and partial withdrawal charge taken from the Fixed Account since the end of the previous Policy Month; minus
h) the Fixed Account's share of any monthly deductions from Policy Value; minus
i) the Fixed Account's share of charges for any optional features; plus
j) interest credited on the Fixed Account balance since the end of the previous Policy Month.

POLICY CHANGES

Any change to your Policy is only effective if on a form acceptable to us and then only once it is received at our Service Center and recorded on our records. Information on how to contact us to determine what information is needed and where you can get various forms for Policy changes is shown on this prospectus' first two pages and last page.

"FREE LOOK" RIGHTS

Most States give you a limited period of time within which you can cancel your Policy, usually called a "right to examine" or "free look" period. The amount we will refund if you cancel during this period varies, but will always be at least the amount required by the State whose law governs your Policy. The specific terms of your State's "free look" requirements are on the front page of your Policy.

OPTIONAL FEATURES

Subject to certain requirements, one or more of the optional insurance benefits described in **OTHER BENEFITS AVAILABLE UNDER THE POLICY** may be added to your Policy by rider. The cost of any optional insurance benefit will be deducted monthly from Policy Value as stated in this prospectus' **CHARGES** section.

STANDARD DEATH BENEFITS

The principal purpose of the Policy is to provide a death benefit upon the Insured's death, but before then you may also borrow against the Policy's Cash Surrender Value, take a partial withdrawal, or fully surrender it for its Cash Surrender Value. Tax penalties and surrender charges may apply to amounts taken out of your Policy. Your Policy Value and death benefit may vary based on the performance of the variable Investment Options you select. If we issue a Policy, insurance coverage will be effective as of the Policy Date.

DEATH BENEFIT

Upon the Insured's death, we will pay to the Policy Beneficiary:
(a) the death benefit on the Insured's life under the death benefit option in effect; plus
(b) any additional life insurance proceeds provided by any optional benefit or rider; minus
(c) any outstanding Policy Loan Balance; minus
(d) any due and unpaid Policy charges, including deductions for the month of death.

We will pay the death benefit proceeds after we receive Due Proof of Death of the Insured's death and as soon thereafter as we have sufficient information about the Beneficiary to make the payment. Death benefits may be paid pursuant to a payment option to the extent allowed by applicable law and any settlement agreement in effect at the Insured's death. If neither you nor the Beneficiary makes a payment option election within 60 days of our receipt of Due Proof of Death, we will issue a lump-sum payment to the Beneficiary.

A death benefit is payable upon:
- Your Policy being in force;
- Our receipt of Due Proof of Death of the Insured;
- Our receipt of sufficient Beneficiary information to make the payment; and
- Your election of a payment option.

"Due Proof of Death" is generally a certified copy of a death certificate, a certified copy of a decree of a court of competent jurisdiction as to the finding of death, or any other proof satisfactory to us.

Death Benefit Options
You may choose one of two death benefit options. Option A is in effect unless you elect Option B.

Death Benefit Option A
If you prefer to have favorable investment performance, if any, reflected in higher Policy Value rather than increased insurance coverage, you should generally select Option A.
Under Option A, the death benefit is the greater of:
- the Specified Amount of insurance coverage; or
- the Policy Value multiplied times the Corridor Percentage as shown in your Policy.

Death Benefit Option B
If you prefer to have favorable investment performance, if any, reflected in increased insurance coverage rather than higher Policy Value, you should generally select Option B.

Under Option B, the death benefit is the greater of:
- the Specified Amount of insurance coverage plus the Policy Value; or
- the Policy Value multiplied times the Corridor Percentage as shown in your Policy.

Changes in Death Benefit Option
After the first Policy Year, you may change your Policy's death benefit option. Any change to your Policy is only effective if on a form acceptable to us, and then only once it is received at our Service Center and recorded on our records. Information on how to contact us to determine what information is needed and where you can get various forms for Policy changes is shown on this prospectus' first two pages and last page.

Changes in Death Benefit Option Rules

- Your request for a change must be by Written Notice.
- You can only change your Policy death benefit option once each Policy Year. The change will be effective on the Policy Month date after we receive (or, if evidence of insurability is necessary, after we approve) your request.
- There is no fee to change your Policy death benefit option.
- *Changing from Option A to Option B:* The Specified Amount is decreased by an amount equal to the total Policy Value as of the date of the change.
- *Changing from Option B to Option A:* The Specified Amount of insurance will equal the death benefit on the date of the change.
- The change is only allowed if the new Specified Amount of insurance meets the requirements set forth in the **Change in Specified Amount of Insurance Coverage** section, below.

Change in Specified Amount of Insurance Coverage

You may change the current Specified Amount (or "face amount") of insurance coverage by Written Notice on a form provided by us, and subject to our approval. A change could have federal tax consequences (see this prospectus' **TAXES** section). Any change will take effect on the Policy Month date on or after the date we receive your Written Notice.

INCREASE in Coverage Rules

- No increase is allowed in the first Policy Year.
- The Insured's age nearest birthday must be 90 or younger.
- A new application, evidence of insurability, and additional premium for the amount of the increase may be required.
- Minimum amount of an increase in Specified Amount of insurance coverage is $25,000.
- Cost of insurance charges for the increase will be based upon the Insured's attained age and underwriting class at the time of the increase.
- Surrender Charges become applicable to the amount of the increase, measured from the date of the increase. See this prospectus' **CHARGES** section.
- Ongoing additional premium may be required to maintain your Policy's Guaranteed Death Benefit Premium requirements. (See this prospectus' **LAPSE AND REINSTATEMENT** section.)
- An additional Administrative Charge Per $1,000 of Increase in Specified Amount will be added. See this prospectus' **CHARGES** section.
- Additional premium may be required if Policy Value at the time of the increase, minus outstanding Policy Loan Balance, is less than an amount equal to 12 times what the current monthly deductions from Policy Value will be reflecting the increase in Specified Amount of insurance coverage.

DECREASE in Coverage Rules

- No decrease is allowed in the first Policy Year nor during the first 12 Policy Months following an increase in Specified Amount of insurance coverage except for a decrease which is the result of a partial withdrawal.
- The Specified Amount of coverage after the decrease must be at least:
  - for Insureds in the preferred rate class: $100,000.
  - for Insureds in all other rate classes: $50,000 in the 2nd and 3rd Policy Year, and $35,000 in the 4th and subsequent Policy Years.
- We may limit any requested decrease to the amount necessary to keep the Policy in compliance with maximum premium limits under federal tax law.
- For purposes of determining the new Cost of Insurance charge, the decrease will reduce the Specified Amount of insurance coverage by first reducing the Specified Amount provided by the most recent increase, then the next most recent increase successively, and finally the Policy's initial Specified Amount of insurance coverage.
- A decrease will not lower the Guaranteed Death Benefit Premium in effect at the time of the decrease.

Guaranteed Death Benefit

We guarantee the Policy will not lapse during its first five Policy Years so long as the Minimum Premium, less partial withdrawals and outstanding Policy Loan and Policy Loan interest, is paid, even if the Cash Surrender Value is not enough to pay Policy charges due. This feature may be modified or not available in all states.

If the optional Guaranteed Death Benefit is elected, we further guarantee the Policy will not lapse during the Guaranteed Death Benefit Period (stated in your Policy's Schedule page; this period varies depending upon your age at Policy issue), even if the Cash Surrender Value is not enough to pay Policy charges due but unpaid, if you meet the Guaranteed Death Benefit Premium requirements and the rules.

For Policies issued prior to May 1, 2007, if the optional Lifetime Guaranteed Death Benefit ("LGDB") rider is elected, we further guarantee the Policy will not lapse while the LGDB rider is in effect even if the Cash Surrender Value is not enough to pay Policy charges due but unpaid, if you meet the LGDB Premium requirements and the rules. The charge for this rider is a level charge based on the Issue Age of the Insured. If the LGDB rider terminates for any reason, the monthly rider charge is discontinued. LGDB and Legacy Asset Riders are not offered for Policies issued on or after May 1, 2007, although the optional Guaranteed Death Benefit Rider remains available.

NO MATURITY DATE

This Policy does not have a maturity date. However, some States do not allow us to collect cost of insurance charges after the Insured attains age 100. In those States, your Policy's Specified Amount is reduced to $1,000 upon your attained age 100.

PAYMENT OF POLICY PROCEEDS

A primary function of a life insurance Policy is to provide payment options for payment of Policy proceeds in a way that best benefits the payee. Policy proceeds are payable upon the Insured's death, a full surrender or partial withdrawal of Policy Value, or upon any other benefit where certain proceeds are payable. You may elect to have Policy proceeds paid under one of several payment options or as a lump sum. If another option is not chosen within 60 days of the date we receive satisfactory proof of the Insured's death, we will make payment in a lump sum to the Beneficiary.

Rules for Payment of Policy Proceeds

- You, or your Beneficiary after your death if you are the Insured, may elect a payment option by completing an election form that can be requested from us at any time.
- Payees must be individuals who receive payments in their own behalf unless otherwise agreed to by us.
- An association, corporation, partnership or fiduciary can only receive a lump sum payment or a payment under a fixed period payment option (Option C).
- Any payment option chosen will be effective when we acknowledge it.
- We may require proof of your age or survival or the age or survival of the payee.
- We reserve the right to pay the proceeds in one lump sum when the amount is less than $5,000, or when the payment option chosen would result in periodic payments of less than $100. If any payment would be or becomes less than $100, we also have the right to change the frequency of payments to an interval that will result in payments of at least $100. In no event will we make payments under a payment option less frequently than annually.
- No payee may commute, encumber or alienate any proceeds under this Policy before they are due. No proceeds are subject to attachment for any debt or obligation of any payee.
- When the last payee dies, we will pay to the estate of that payee any amount on deposit, or the then present value of any remaining guaranteed payments under a fixed payment option.

Payments under the payment options are *fixed payments* based on a fixed rate of interest at or higher than the minimum effective annual rate which is guaranteed to yield 3% on an annual basis. Proceeds to fund payments are transferred to our General Account and are no longer a part of the Separate Account. We have sole discretion whether or not to pay a higher interest rate for payment options A, B, C, D or E (see below). Current single premium immediate annuity rates for options D or E are used if higher than the guaranteed amounts (guaranteed amounts are based upon the tables contained in the Policy). Current interest rates, and further information, may be obtained from us. The amount of each fixed annuity payment is set and begins on the date payment of Policy proceeds is to begin, and does not change.

Selecting a Payment Option

Once fixed payments under a payment option begin, they cannot be changed. (We may allow the Beneficiary to transfer amounts applied under options A to C to options D to F after the date payment of Policy proceeds begins. However, we reserve the right to discontinue this practice.)

The longer the guaranteed or projected payment option period, the lower the amount of each payment.

Note: If you elect payment options D or E and select a non-guaranteed period, it is possible that only one annuity payment would be made under the payment option if the person whose life the payment is based upon (the "measuring life") dies before the due date of the second payment, only two payments would be made if the "measuring life" died before the due date of the third payment, etc.

The payment options for receiving Policy proceeds are:

A. *Interest Payment*. We will pay interest each month at a rate determined by us on the amount retained.
B. *Payments for a Fixed Amount*. Proceeds are paid in equal monthly installments until proceeds, with interest, have been fully paid. The total annual payment must be at least 5% of the amount retained.
C. *Payments for a Fixed Period*. Proceeds are paid in equal monthly installments for the specified period chosen not to exceed 20 years. Monthly incomes for each $1,000 of proceeds, which include interest, are illustrated by a table in the Policy.
D. *Lifetime Income*. Proceeds are paid as equal monthly installments based on the life of a named person, and continue for the lifetime of that person. Variations provide for guaranteed payments for a period of time or a lump sum refund.
E. *Joint and Last Survivor Lifetime Income*. Proceeds are paid as equal monthly installments during the joint lives of two individuals and until the last of them dies. Variations provide for a reduced amount of payment during the lifetime of the surviving person.
F. *Lump Sum*. Proceeds are paid in one sum.

In most cases, when death benefit proceeds are paid in a lump sum, we will pay the death benefit proceeds by establishing an interest bearing account for the Beneficiary, in the amount of the death benefit proceeds payable. The same interest rate schedule and other account terms will apply to all Beneficiary accounts in place at any given time. We will send the Beneficiary a checkbook within 7 days after we receive all the required documents, and the Beneficiary will

have immediate access to the account simply by writing a check for all or any part of the amount of the death benefit proceeds payable. The account is part of our General Account. It is not a bank account and it is not insured by the FDIC or any other government agency. As part of our General Account, it is subject to the claims of our creditors. We receive a benefit from all amounts left in the General Account.

MISSTATEMENT OF AGE OR SEX

If the age or sex of the Insured or any person insured by a Policy rider has been misstated on the application, the Policy death benefit and any additional benefits provided will be those which would be purchased by the most recent deduction for cost of insurance charge and the cost of such additional benefits at the Insured person's correct age or sex.

SUICIDE

We will pay the greater of the premiums received or Policy Value, less any partial withdrawals and indebtedness, if the Insured, while sane or insane, commits suicide within two years (one year in Colorado and North Dakota) after the date the Policy was issued (and in Missouri, the Insured intended suicide at the time coverage was applied for). We will pay the greater of the monthly deductions for an increase in Specified Amount of insurance coverage or Policy Value attributable to such an increase if the Insured, while sane or insane, commits suicide within two years (one year in Colorado and North Dakota) after the effective date of any increase (and in Missouri, the Insured intended suicide at the time the increase was applied for). Optional feature riders to the Policy may have separate suicide provisions.

INCONTESTABILITY

We will not contest the validity of the Policy after it has been in force during the Insured's lifetime for two years from the date the Policy was issued or for two years from the date of any reinstatement. We will not contest the validity of an increase in the Specified Amount of insurance coverage after the Policy has been in force during the Insured's lifetime for two years from the effective date of any increase. Any contest of an increase in the Specified Amount of insurance coverage will be based on the application for that increase. Optional benefit riders to the Policy may have separate incontestability provisions.

ASSIGNMENT

You may assign your Policy by giving Written Notice. We will not be responsible for the validity or tax consequences of an assignment. Unless you specify otherwise, the assignment will take effect on the date the Written Notice was signed by you. No assignment will be binding on us until we receive Written Notice. We will not be liable for any payments we make or actions we take before we receive Written Notice of an assignment. Your rights, and the rights of any Beneficiary or payee, will be subject to any assignment. An assignment is subject to any Policy Loan Balance.

UNCLAIMED DEATH BENEFIT PROCEEDS

Every state has unclaimed property laws that generally declare life insurance policies to be abandoned after a period of inactivity of three to five years from the date any death benefit is due and payable. For example, if the payment of a death benefit has been triggered, and after a thorough search, we are still unable to locate the Beneficiary of the death benefit, the death benefit will be paid to the abandoned property investment division or unclaimed property office of the state in which the Beneficiary or the Policy Owner last resided, as shown on our books and records. However, the state is obligated to pay the death benefit (without interest) if your Beneficiary steps forward to claim it with the proper documentation and within certain mandated periods. To prevent your Policy's death benefit from being paid to the state's abandoned or unclaimed property office, it is important that you update your Beneficiary designation—including complete names and complete address—if and as they change.

OTHER BENEFITS AVAILABLE UNDER THE POLICY

In addition to the standard death benefit(s) associated with your Policy, other standard and/or optional benefits may be available to you. The following table(s) summarize information about those benefits. Information about the fees associated with each benefit included in the table(s) may be found in the Fee Table.

Name of Benefit	Purpose	Is Benefit Standard or Optional	Brief Description of Restrictions/Limitations
Paid-Up Life Insurance Benefit Endorsement	This endorsement protects your Policy from lapsing under certain conditions when your outstanding Policy Loan Balance is large relative to your Policy Value and Specified Amount.	Standard	Available for age 75 or older. The Policy must be in its 11th Policy Year or later. The outstanding Policy Loan Balance must be more than 92.5%, but less than 96% of the Policy Value. The outstanding Policy Loan Balance must be more than the Specified Amount.

Name of Benefit	Purpose	Is Benefit Standard or Optional	Brief Description of Restrictions/Limitations
Accelerated Benefit Rider for Terminal Illness	Provides for the ability to accelerate the death benefit to be a living benefit to withdraw value from the Policy, as defined in the Rider, in the event of diagnosis of a terminal illness. No extra cost.	Standard	The total value available as a benefit is an amount less than the total death benefit payable under the Policy. Benefit payable upon physician's proof that the Insured is terminally ill with death expected within 12 months. Claim must be received while Insured is alive. Benefit first applied to Loan Account including interest. Maximum administrative charge of $50. Cannot be terminated once payout begins. Not available with the Legacy Asset Rider, the Asset Protection rider or Asset Protection Plus rider. Available after issue. This rider may be added, after issue, at no cost if the Legacy Asset Rider is removed.
Dollar Cost Averaging ("DCA")	This is a systematic transfer program that allows you to automatically transfer, on a periodic basis, a set dollar amount or percentage from the money market subaccount or the Fixed Account to any other Subaccount(s) or the Fixed Account.	Standard	You must request the DCA program. The minimum transfer amount out of the money market subaccount or the Fixed Account is the lesser of $250 or the balance in the Subaccount or Fixed Account. Under this program, the maximum amount that may be transferred from the Fixed Account each month is 1/36th of the Fixed Account value at the time DCA is established. While a DCA program is in effect, elective transfers out of the Fixed Account are prohibited. DCA program transfers cannot begin before the end of a Policy's Right to Examine Transfer Date. DCA is not available when the Portfolio Rebalancing Program is elected.
Portfolio Rebalancing Program ("PBL")	This is a systematic transfer program that allows you to rebalance your Policy Value among designated Subaccounts.	Standard	The Fixed Account is excluded from this program. You must request the rebalancing program. PBL is not available when the DCA Program is elected.
Earnings Sweep Program	This is a systematic transfer program that allows you to rebalance your Policy Value by automatically allocating earnings from your Subaccounts among designated Investment Options.	Standard	The Fixed Account is included in this program. You must request the Earnings Sweep program. You may have your earnings sweep quarterly semi-annually or annually.
Policy Loans	You may obtain a Policy Loan secured by the Cash Surrender Value of your Policy.	Standard	Any Policy Loan transaction will permanently affect your Policy Value, Cash Surrender Value and death benefit. We may require you to sign a loan agreement. The Policy must be assigned to us as security for the Policy Loan. Interest accrues daily and becomes a part of the Policy Loan Balance. There are limits on the amount you can borrow. If the Policy Loan Balance exceeds Policy Value minus accrued expenses and charges, you must pay the excess or your Policy will lapse. The death benefit will be reduced by the amount of any Policy Loan Balance on the date of the Insured's death. We may defer making a Policy Loan from the Fixed Account for up to six months unless the Policy Loan is to pay premiums to us.

Name of Benefit	Purpose	Is Benefit Standard or Optional	Brief Description of Restrictions/Limitations
Guaranteed Death Benefit (Optional GDB)	Extend the Guaranteed Death Benefit period available in the base Policy. If elected, we further guarantee the Policy will not lapse during the Guaranteed Death Benefit Period (this period varies depending upon your age at Policy issue), even if the Cash Surrender Value is not enough to pay Policy charges due but unpaid, if you meet the Guaranteed Death Benefit Premium requirements and the rules.	Optional	Available at Policy issue only. Cannot be reinstated upon Policy lapse. To remain in effect, Policy premiums paid to date, minus partial withdrawals since the Policy Date, and minus outstanding Policy Loans and Policy Loan interest charged, must meet or exceed the cumulative Guaranteed Death Benefit Premium. Not available with the Legacy Asset Rider or the Lifetime Guaranteed Death Benefit.
Lifetime Guaranteed Death Benefit ("LGDB")	Extend the Guaranteed Death Benefit period available in the base Policy.	Optional	Available for issue on or after May 1, 2004 and prior to May 1, 2007. The charge for this rider is a level Charge based on the Issue Age of the Insured. Available at Policy issue only. Cannot be reinstated upon Policy lapse. To remain in effect, Policy premiums paid to date, minus partial withdrawals since the Policy Date, and minus outstanding Policy Loans and Policy Loan interest charged, must meet or exceed the cumulative LGDB Premium required to date. Not available with the Legacy Asset Rider or the Optional Guaranteed Death Benefit.
Legacy Asset Rider (LAR)	Provides an acceleration of the base Policy death benefit if the Insured is chronically ill or terminally ill. An accelerated death benefit is a living benefit which reduces the amount of the life insurance death benefit.	Optional	***No longer available for issue beginning May 1, 2007.*** The minimum Specified Amount is $50,000 and the maximum is $250,000. The rider Specified Amount may not exceed the base Policy Specified Amount minus $5,000. Not available with either the Terminal Illness Rider or Guaranteed Death Benefit. The number of payments is limited to 10 quarterly payments, provided the Insured remains chronically ill during the entire period.
Asset Protection Rider	This Rider protects against investment loss by guaranteeing a minimum accumulation benefit at the end of the rider's 10-year term.	Optional	Available for issue on or after November 14, 2005. Available for Issue Age 20-85. If Policy Value on the rider maturity date exceeds the guarantee balance, there is no rider benefit. Any rider benefit is added to Policy Value on the rider maturity date. The benefit will be credited on a Pro-Rata basis to the Policy's selected Investment Options then in effect. There is no rider benefit if the Insured dies prior to the rider's maturity date. The rider must remain in force for at least five years once it is purchased or renewed. The rider can be renewed until age 80. This benefit does not protect against Policy lapse. If the Insured is younger than age 80 on the rider maturity date, this rider automatically renews unless the Owner chooses to terminate the rider coverage. An Asset Protection Plus Rider can be purchased that provides similar benefits as the Asset Protection Rider, described above, except that the rider benefit on the rider maturity date is equal to the greater of (1) the guarantee balance minus the Policy Value, and (2) the sum of the Rider's charges since the rider Issue Date, unless a rider benefit has been previously paid in which case the amount in (2) is the sum of rider charges since the most recent rider benefit payment.

Name of Benefit	Purpose	Is Benefit Standard or Optional	Brief Description of Restrictions/Limitations
Waiver of Monthly Deductions on Disability Rider ("WDIS")	During period of the Insured's total disability, as defined in the Rider, certain Policy charges and charges for any Policy riders will be waived.	Optional	***No longer available for issue beginning May 1, 2007.*** Available for ages 15-55. Not available with Disability Benefit Rider. The rider will expire at the Policy Anniversary nearest the Insured's 60th birthday. The Specified Amount, death benefit option and/or mode of payment cannot be changed during the benefit period, except as described below.
Payor Waiver of Monthly Deductions on Disability of a Covered Person Rider ("PDIS")	During period of the Covered Person's total disability, as defined in the Rider, certain Policy charges and charges for any Policy riders will be waived.	Optional	***No longer available for issue beginning May 1, 2007.*** Not available with the Payor Disability Rider. Available of Insured ages 0-14. The Applicant cannot be more than 37 years older than the Insured. The rider will expire at the Policy Anniversary nearest the Insured's 60th birthday. The Specified Amount, death benefit option and/or mode of payment cannot be changed during the benefit period, except as described below.
Disability Benefit Rider ("DBR")	During periods of the Insured's total disability, as defined in the Rider, we will pay benefits to the Policy Owner by paying some or all of the Policy premiums, and by waiving the Cost of Insurance Charge for this Rider.	Optional	Available for ages 15-55. Not available with Waiver of Monthly Deductions on Disability Benefit Rider. For Policies issued prior to May 1, 2007, deductions for this rider are made until the Policy Anniversary nearest the Insured's 60th birthday, at which time the rider expires. For Policies sold on or after May 1, 2007, deductions for this rider are made until the Policy Anniversary nearest the Insured's 65th birthday, at which time the rider expires. The Specified Amount, death benefit option and/or mode of payment cannot be changed during the benefit period. The death benefit option will not be changed to Option B at the time of disability, if the current option is A. Policy continuation to the Insured's death is not guaranteed. Terminates at the earliest of when the Policy terminates or the owner provides Written Notice requesting termination of the rider.
Payor Disability Benefit Rider ("PDR")	While the Covered Person is totally disabled, the disability benefit will be applied as premium. In addition, while the Covered Person is totally disabled, the cost of insurance for this rider will not be deducted from the Accumulation Value.	Optional	***No longer available for issue beginning May 1, 2007.*** Available for Issue Ages 0-14 and the Applicant cannot be more than 37 years older than the Insured. During the Election Period, coverage may be shifted from the applicant to the Insured. This will be subject to evidence of insurability of the Insured. The death benefit option will not be changed to Option B at the time of disability, if the current Option is A.
Accidental Death Benefit Rider	If the Insured dies of an Accidental Death while the Policy and this rider are in force, we will pay the rider Specified Amount of insurance to the beneficiary. Satisfactory proof of the Accidental Death is required. The amount will be paid with the death benefit of the basic Policy.	Optional	***No longer available for issue beginning May 1, 2007.*** Available for basic Insured ages 0 – 60. Premium paying period for this rider is the Policy Anniversary nearest the basic Insured's 70th birthday. Maximum benefit amount will be the lesser of $400,000 or the amount of the basic Policy. The total maximum ADB benefit cannot be more than $400,000 for each Insured, including ADB coverage from all insurance companies. The minimum benefit amount is $5,000.

Name of Benefit	Purpose	Is Benefit Standard or Optional	Brief Description of Restrictions/Limitations
Children's Protection Rider	This Rider provides term life insurance protection, as defined in the Rider, for the Insured's children.	Optional	Available for Basic Insured ages 18-55. Eligible children include those at least 15 days old and no more than 17 years old. Available after issue for covered children with evidence of insurability. The rider will terminate at the earliest of the Policy Anniversary nearest the Insured child's 25th birthday or the Insured's 60th birthday.
Guaranteed Insurability Rider	Guarantees that insurance coverage may be added at various option dates without evidence of insurability. This benefit may be exercised on the option dates even if the Insured is disabled.	Optional	Available for Issue Ages 0 to 37 and is available at issue only. Available on standard lives only.
Term Coverage Rider	This Rider provides term insurance upon the Insured's life in addition to the Specified Amount of insurance coverage under the Policy.	Optional	Available for Issue Ages 15-80. The rider is available only on the base Insured. Not convertible. Minimum rider amount is $25,000. Minimum Specified Amount to add this rider is $100,000.
Term Rider for Covered Insured	Provides term insurance upon an individual other than the Insured.	Optional	Available for covered Insured ages 20-70, age nearest birthday. Minimum amount is $100,000. Conversion option expires on the Policy Anniversary nearest the Insured's age 70. Limit of 3 riders per Policy. Expires at the rider anniversary nearest the covered Insured's 100th birthday.

ADDITIONAL INFORMATION ON BENEFITS AVAILABLE UNDER THE POLICY

The examples listed below are hypothetical assumptions and illustrations with the purpose of explaining the operation of the benefits. Actual results will vary.

Paid-Up Life Insurance Benefit Endorsement (Standard)

The benefit provided by this endorsement will keep your Policy from lapsing when you have a large outstanding Policy Loan Balance. When the conditions specified below are met, you may elect this benefit, which will provide paid-up life insurance. Once you have elected this benefit, your Policy will not lapse.

You may elect this benefit only if the following requirements are met:

- the Insured is age 75 or older; and,
- the Policy is in its 11th Policy Year or later; and,
- the outstanding Policy Loan Balance is more than 92.5%, but less than 96% of the Policy Value. If the outstanding Policy Loan Balance is greater than 96% of your Policy Value, you can repay Policy Loan Balance to bring the balance within the range of 92.5% and 96% of your Policy Value; and
- the outstanding Policy Loan Balance is more than the Specified Amount.

Electing this benefit will change your Policy as follows:

- We will deduct 3.5% of the Policy Value on the date you elect this benefit.
- After we take the 3.5% deduction, we will set the Specified Amount to 105% of the remaining Policy Value. No further changes in the Specified Amount will be allowed.
- We will set the death benefit option to Option A as described in this Death Benefit section. No further changes in the death benefit option will be allowed. The death benefit at any time after you elect the benefit will equal the greatest of:
  - the Specified Amount;
  - the Policy Value multiplied by the Corridor Percentage as shown in your Policy;
  - the outstanding Policy Loan Balance multiplied by the Corridor Percentage as shown in your Policy.
  - The death benefit proceeds will equal the death benefit on the Insured's date of death minus any outstanding Policy Loan Balance.
- Any riders attached to the Policy will terminate, and any charges or fees associated with the riders will cease.
- We will not accept any additional premiums.
- You may not take additional partial withdrawals and Policy Loans, except for automatic Policy Loans to cover Policy Loan interest not paid when due.
  - We will stop taking monthly deductions. All amounts not allocated to the Loan Account must be allocated to the Fixed Account.

Electing the benefit provided by this endorsement may have adverse tax consequences. The Internal Revenue Service has not ruled on the use of this endorsement. We strongly urge you to consult legal counsel and your personal tax adviser before electing this benefit.

Example: An Insured with attained age 80 is in their 20th Policy Year. The Policy Loan Balance is between 92.5% and 96% of the Policy Value, and the Policy Value is greater than the Specified Amount. The Insured chooses to elect the Paid-Up Insurance Benefit Endorsement. A charge of 3.5% of the Policy Value is taken from the Policy, the Specified Amount is set to 105% of the remaining Policy Value. The death benefit option is changed to death benefit Option A, no further premiums are accepted, all riders are terminated, monthly deductions cease, and no further changes to the Policy are allowed. Upon death, the Beneficiary receives the death benefit minus any outstanding Policy Loan Balance.

Accelerated Benefit Rider for Terminal Illness (Standard)

Defined Terms for this Rider

Applicant: The Applicant is the person who is terminally ill. The Applicant may be the insured under the base Policy or may be an insured who has coverage under a rider attached to the base Policy.

Effective Date: The effective date of coverage under this rider will be as follows:
- The Policy Date will be the effective date for all coverage provided in the original application.
- For any rider issued after the Policy Date, the effective date will be the date shown on a supplement to the schedule pages.

Eligible Coverages: Eligible Coverages under this rider will be as follows:
- When the Applicant is the base Insured, Eligible Coverages will be the base Policy and any life insurance riders attached to the Policy which provide coverage on the base Insured.
- When the Applicant is other than the base Insured, Eligible Coverages will be the rider which is providing coverage.

Eligible Coverages will be determined as of the date we receive satisfactory proof of terminal illness at the Home Office. Coverage will only be considered eligible when it is outside its two-year contestable period and has more than two years until its maturity or final Expiration Date. Eligible Coverages will also not include any possible future coverages provided by an optional purchase or guaranteed insurability rider.

Eligible Amount: Eligible Amount is that portion of the current Specified Amount of the base Policy considered "eligible" under Eligible Coverages. For any Eligible Coverages which are provided by life insurance riders, the Eligible Amount will be the lowest scheduled death benefit within two years after satisfactory proof of terminal illness is received at the Home Office.

Maximum Accelerated Benefit: For each Applicant, the maximum benefit is 50% of the Eligible Amount for each Applicant, less an amount up to two guideline level premiums for the base Policy and any riders. This maximum benefit is subject to the limitations described in the Total Accelerated Benefit provision.

Terminal Illness: A non-correctable medical condition that, with a reasonable degree of medical certainty, will result in the death of the Applicant in less than 12 months from the date of the physician's statement and that was first diagnosed while the Policy was in force.

Premiums

There are no additional premiums or cost of insurance deductions for this rider.

Benefits

We will pay an accelerated benefit to you if the Applicant is terminally ill, subject to the provisions of this rider. This amount will be paid as a lump sum. Payments other than as a lump sum may be made at your request, subject to our approval.

If the maximum accelerated benefit for each Applicant is not paid initially and it has been less than 12 months from the date we receive satisfactory proof of terminal illness, an additional accelerated benefit may be paid up to the difference, but for not less than $4,000. We may require additional satisfactory proof of terminal illness at this time.

The total amount we will pay as an accelerated benefit will not exceed $250,000 due to the terminal illness of any one Applicant even if there is more than one Policy with us or one of our affiliates which provides coverage on the Applicant.

Before payment of any accelerated benefit, we will require you to provide us with proof, satisfactory to us, that the Applicant has a terminal illness. Satisfactory proof will include a properly completed claim form and a written statement from a duly licensed physician who is licensed in the United States and who is not yourself or the Applicant, nor related to either the Applicant or yourself. We reserve the right to obtain a second medical opinion at our expense.

Effect On Your Policy

The accelerated benefit first will be used to repay any outstanding Policy Loans and unpaid Policy Loan interest. The accelerated benefit will be treated as a lien against your Policy Values.

Death proceeds which are payable on the death of the Applicant will be reduced by the amount of the lien and any Policy Loans, plus accrued interest.

After payment of the accelerated benefit, we will require that future premium allocations be made to the Fixed Account. If sufficient premium to keep the Policy in force is not paid by the end of the grace period, premiums will be paid by an addition to the lien for up to two years from the date we receive satisfactory proof of terminal illness. After this two year period, you are required to pay premiums when due to keep the Policy in force. If the Policy lapses, the lien, any Policy Loans, and accrued interest will be deducted from any cash values.

Your access to the Cash Surrender Value of your Policy and to the Cash Surrender Value of any riders through Policy Loans, partial withdrawals, if permitted, or full surrender is limited to any excess of the Cash Surrender Value over the lien including any accrued interest.

Interest
We will charge interest on the amount of the lien. The interest accrues daily at the same interest rate as the Policy's loan interest rate. If a Policy Loan provision is not included in the Policy, interest accrues daily at an effective annual interest rate of 8%.

Accrued interest will be added to the lien on the Policy Anniversary. Interest does not continue to accrue on the lien when the lien and any Policy Loans, plus accrued interest, equals the death benefit (prior to the deduction of the lien, Policy Loans and accrued interest) of the Policy and any riders.

Conditions
The payment of any accelerated benefit is subject to the following conditions:
- Any Eligible Coverages must be in force on the date we receive satisfactory proof of terminal illness.
- Any Cash Surrender Value, without considering the effect of any outstanding Policy Loans, must be less than the maximum accelerated benefit.
- We will not make payment of any accelerated benefit if that payment would be less than $4,000.
- The release of any collateral assignees, the release of all parties to any "split dollar" agreements and the approval of any irrevocable beneficiaries is required.
- The Policy must be collaterally assigned to us for an amount equal to the lien and accrued interest. No changes to the Policy are permitted without our consent.
- This rider allows for the accelerated payment of death benefit proceeds, which would otherwise be payable to your Beneficiary. This is not meant to cause you to involuntarily be required to access and exhaust these benefits. Therefore, you are not eligible for this benefit:
  - If you are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
  - If you are required by a government agency to use this benefit in order to apply for, obtain, or otherwise keep a government benefit or entitlement.

Administrative Charge
We may charge a one-time administrative charge which will be deducted from the accelerated benefit. This charge will not exceed $50.

General Provisions
The validity of this rider cannot be contested after it has been in force while the Applicant is alive for a period of two years from the effective date of the rider.

This rider may be reinstated with the Policy. It will be reinstated if you meet the requirements for Policy reinstatement. If you have received benefits under this rider, the lien with accrued interest may be paid or it will be reinstated as if the Policy had never terminated.

This rider will automatically terminate on the earliest of these conditions:
- On surrender of this rider to us; or
- On termination of the Policy to which this rider is attached.

This rider is not available when the Legacy Asset Rider is attached. This rider may be added, after issue, at no cost if the Legacy Asset Rider is removed.

Example: An Insured is diagnosed with a terminal illness with a certified life expectancy of 12 months or less. This rider gives the Insured the right to accelerate the lesser of 50% or $250,000 of the Eligible Amount which will be held as an interest-accruing lien against the remaining death benefit. If the client has a $1 million Specified Amount, they would be able to accelerate up to $250,000. We may charge a one-time administrative charge which will be deducted from the accelerated benefit. This charge will not exceed $50.

Dollar Cost Averaging Program (Standard)
Dollar Cost Averaging allows you to automatically transfer, on a periodic basis, a set dollar amount or percentage from the money market subaccount or the Fixed Account to any other Subaccount(s) or the Fixed Account. Requested percentages are converted to a dollar amount. You can begin Dollar Cost Averaging when you purchase the Policy or later. You can increase or decrease the amount or percentage of transfers or discontinue the program at any time. We must receive notice of your election and any changed instruction – either Written Notice or by telephone transaction instruction. Dollar Cost Averaging is intended to limit loss by resulting in the purchase of more Accumulation Units when an underlying portfolio company's value is low, and fewer units when its value is high. However, there is no guarantee that such a program will result in a higher Policy Value, protect against a loss, or otherwise achieve your investment goals. You can limit the number of transfers to be made, in which case the program will end when that number has been made. Otherwise, the program will terminate when the amount remaining in the money market subaccount or the Fixed Account is less than $100. For more information regarding Dollar Cost Averaging rules, see the **SYSTEMATIC TRANSFER PROGRAMS** – **Dollar Cost Averaging Program** under the **GENERAL DESCRIPTION OF THE POLICY** section.

Portfolio Rebalancing Program (Standard)
The Portfolio Rebalancing program allows you to rebalance your Policy Value among designated Subaccounts only as you instruct. You must request the rebalancing program, give us your rebalancing instructions, or request to end this program either by Written Notice or by telephone transaction instruction. You may change your rebalancing allocation instructions at any time. Any change will be effective when the next rebalancing occurs. For more information regarding Portfolio Rebalancing Program rules, see the **SYSTEMATIC TRANSFER PROGRAMS** – **Portfolio Rebalancing Program** under the **GENERAL DESCRIPTION OF THE POLICY** section.

Earnings Sweep Program (Standard)
The Earnings Sweep program allows you to rebalance your Account Value by automatically allocating earnings from your Subaccounts among designated Investment Options (Subaccounts or the Fixed Account) either based on your original Policy allocation of premiums or pursuant to new allocation instructions. You must request the Earnings Sweep program, give us your allocation instructions, or request to end this program either by Written Notice or by telephone transaction instruction. You may change your Earnings Sweep program instructions at any time. Any change will be effective when the next sweep occurs. For more information regarding the Earnings Sweep Program rules, see the **SYSTEMATIC TRANSFER PROGRAMS** – **Earnings Sweep Program** under the **GENERAL DESCRIPTION OF THE POLICY** section.

Policy Loans (Standard)
You may obtain a Policy Loan secured by the Cash Surrender Value of your Policy. Any Policy Loan transaction will permanently affect your Account Value. For additional information regarding Policy Loans, refer to the **POLICY LOANS** section.

Guaranteed Death Benefit and Lifetime Guaranteed Death Benefit (Optional)
We guarantee the Policy will not lapse during its first five Policy Years so long as the Minimum Premium, less partial withdrawals and outstanding Policy Loan and Policy Loan interest, is paid, even if the Cash Surrender Value is not enough to pay Policy charges due. This feature may be modified or not available in all states.

If the optional Guaranteed Death Benefit is elected, we further guarantee the Policy will not lapse during the Guaranteed Death Benefit Period (stated in your Policy's Schedule page; this period varies depending upon your age at Policy issue), even if the Cash Surrender Value is not enough to pay Policy charges due but unpaid, if you meet the Guaranteed Death Benefit Premium requirements and the rules.

For Policies issued prior to May 1, 2007, if the optional Lifetime Guaranteed Death Benefit ("LGDB") rider is elected, we further guarantee the Policy will not lapse while the LGDB rider is in effect even if the Cash Surrender Value is not enough to pay Policy charges due but unpaid, if you meet the LGDB Premium requirements and the rules. The charge for this rider is a level charge based on the Issue Age of the Insured. If the LGDB rider terminates for any reason, the monthly rider charge is discontinued. LGDB and Legacy Asset Riders are not offered for Policies issued on or after May 1, 2007, although the optional Guaranteed Death Benefit Rider remains available.

Guaranteed Death Benefit Rules (and LGDB Rules if Rider is in Effect)
- Your election must be made at issue of the Policy; and
- Increases in Specified Amount of insurance will be reflected in the Guaranteed Death Benefit Premium or LGDB Premium from the effective date of the change;
- Decreases in Specified Amount of insurance will not change the required Guaranteed Death Benefit Premium which will remain as it was before the decrease. If the required Rider premium together with the decrease in Specified Amount of insurance causes the total premium to exceed Internal Revenue Code requirements for the Policy to qualify as life insurance, we reserve the right to force the Rider to be cancelled for your Policy.
- If the Policy does lapse, the Guaranteed Death Benefit or LGDB ends and is not reinstated even if the underlying Policy is reinstated after a grace period;
- For the Guaranteed Death Benefit or LGDB Rider to remain in effect, Policy premiums paid to date, minus partial withdrawals since the Policy Date, and minus outstanding Policy Loan and Policy Loan interest charged, must meet or exceed the cumulative Guaranteed Death Benefit Premium or cumulative LGDB Premium required to date.

Example for optional Guaranteed Death Benefit Premium: A Policy is issued with a Specified Amount of Insurance in the amount of $150,000 for an Insured Attained Age of 45 years. We guarantee the Policy will not lapse before the Insured is Attained Age 65 (as stated in the Insured's Policy's Schedule page) even if the Cash Surrender Value is not enough to pay Policy charges due, but unpaid, if the Insured meets the cumulative Guaranteed Death Benefit Premium requirements and the rules.

Example for optional Lifetime Guaranteed Death Benefit Premium. Prior to May 1, 2007, a Policy is issued with a Specified Amount of Insurance in the amount of $150,000 for an Insured Attained Age of 45 years. We guarantee the Policy will not lapse (as stated in the Insured's Policy's Schedule page) for the lifetime of the Insured even if the Cash Surrender Value is not enough to pay Policy charges due, but unpaid, if the Insured meets the cumulative LGDB Premium requirements and the rules.

Legacy Asset Rider (Optional)
(No longer offered for Policies on or after May 1, 2007)

The Legacy Asset Rider (LAR) provides an acceleration of the base Policy death benefit if the Insured is chronically ill or terminally ill. An accelerated death benefit is a living benefit which reduces the amount of the life insurance death benefit.

For a qualifying chronic illness, the policyowner may receive a partial acceleration of the base Policy death benefit in 10 quarterly payments, provided the Insured remains chronically ill during the entire period. This is an accelerated death benefit. For a qualifying terminal illness, the policyowner may receive a partial acceleration of the base Policy death benefit in a single lump sum.

The total amount of base policy death benefit that can be accelerated is the Eligible Amount. The Eligible Amount is always at least $5,000 less than the base Policy death benefit. This allows the Policy Owner to keep any other riders in effect until the death of the Insured, which is important because the Legacy Asset Rider acceleration applies only to the base Policy. Even in the absence of other riders, there may be certain tax advantages to keeping the Policy in effect until the death of the Insured.

Chronic Illness means a loss of functional capacity that results in the inability of the Insured to perform two or more activities of daily living ("ADL" means bathing, dressing, eating, toileting, continence, and transferring) without substantial human assistance, or a severe cognitive impairment. A health care practitioner must certify at least once every 12 months that the Insured has a chronic illness. The loss of functional capacity must continue for a period of at least 90 days. To apply for a chronic illness benefit, the Owner must provide us with a certification from a health care practitioner that the Insured has a chronic illness. The health care practitioner may not be the Insured, the Owner, a family member of the Owner or the Insured, a business partner of the Owner or the Insured, an employee or employer of the Owner or the Insured, or anyone living in the household of the Owner or the Insured. We will require the Owner to submit additional documentation of the claim at reasonable intervals while the Owner is claiming benefits. We reserve the right to require proof of ongoing chronic illness quarterly. We reserve the right to have the Insured examined at our expense in connection with a claim for a chronic illness benefit. Any such examination will be conducted by one or more physicians of our choice.

Terminal Illness Benefit
We will pay a terminal illness benefit during the Insured's lifetime if, while the Insured is covered under this rider, the Owner provides us with satisfactory written proof that the Insured has a terminal illness. If the Insured qualifies, the Owner can elect to receive any amount of to 100% of the eligible amount on the date the terminal illness benefit is paid.

Chronic Illness Benefit
We will pay a chronic illness benefit during a quarter of chronic illness if, while the Insured is covered under this rider, the Owner provides us with satisfactory written proof that the Insured has a chronic illness and that both of the following conditions are satisfied:

- The chronic illness has continued without interruption for the 90 day elimination period.
- The Insured received at least 40 days of service for the chronic illness during the quarter of chronic illness.

No chronic illness benefit is payable for any quarter of chronic illness during which the Insured receives fewer than 40 days of service for the chronic illness. The maximum number of chronic illness benefit payments is shown on the schedule pages of the Policy.

If after satisfying the elimination period, the Insured has a period of temporary recovery during a quarter of chronic illness, the full chronic illness benefit will be paid for the quarter of chronic illness if the Insured receives 40 or more days of service. If the insured has a period of temporary recovery of 180 days or more, the Insured must satisfy a new elimination period before chronic illness benefit payments will resume for a reoccurrence of the chronic illness.

Amount of Chronic Illness Benefit
The amount of the chronic illness benefit during a quarter of chronic illness is equal to the eligible amount divided by the number of chronic illness benefit payments remaining. The total number of chronic illness benefit payments available is shown on the schedule pages of the Policy. With each payment of a chronic illness benefit the number of chronic illness benefit payments remaining is reduced by one. The number of chronic illness benefit payments remaining is not reset for any reason, even if the Insured has a period of temporary recovery of 180 days or longer.

How Payment of an Accelerated Benefit Affects Policy Values

- Upon payment of the first chronic illness benefit, if the Owner has selected death benefit Option B we will switch the death benefit option to Option A. Upon Written Request the Owner may restore Option B when the Insured has a period of temporary recovery or upon termination of this rider for any reason while the Policy is in effect.
- We will reduce the Specified Amount of this rider by the following amount: the Specified Amount of this rider multiplied by the quantity (1) divided by (2), where (1) is the amount of the accelerated benefit and (2) is the eligible amount.
- We will reduce the death benefit, not including any insurance provided by riders, by the amount of the accelerated benefit.
- We will reduce the Specified Amount of the basic Policy, Policy Value, surrender charge (if any), and outstanding debt (if any) in proportion to the reduction in the death benefit of the basic Policy. We will deduct the amount of any reduction in outstanding debt from the accelerated benefit payable to the Owner.

Additional Rules and Conditions Governing Payment of the Accelerated Benefits

- The Owner must apply for an accelerated benefit while the life insurance coverage of the Insured is in effect under the Policy.
- The accelerated benefit must be paid during the lifetime of the Insured while the Insured is covered under the Policy.

- The terminal illness benefit is paid in one lump sum. The owner can only receive a terminal illness benefit once. The owner can apply for less than the maximum terminal illness benefit, but the minimum terminal illness benefit we will pay is $500.
- If the Insured recovers from his or her terminal illness after we have paid a terminal illness benefit, the Owner or the Insured will NOT be asked to refund any part of the terminal illness benefit which was paid.
- If the Owner elects to receive a terminal illness benefit but the insured dies before the terminal illness benefit is paid, the election will be cancelled and the death benefit proceeds will be paid to the Beneficiary under the Policy.
- If the Owner elects to receive an accelerated benefit, but the Policy terminates before the accelerated benefit is paid, the election will be cancelled.
- We will charge a reasonable administrative fee not to exceed a maximum of
  - $50 for each chronic illness benefit payment; and
  - $250 for a terminal illness benefit payment.

When the LAR is added to a policy, no other acceleration rider (e.g. Terminal Illness Rider) may be attached to the policy. If the LAR is terminated and no benefits have been paid under the rider, then a Terminal Illness Rider may be added upon request. If the LAR is terminated and some or all eligible benefits have been paid under the rider, the Terminal Illness Rider may not be added.

Example: A Policy is issued with a base Policy amount of $300,000. Death benefit Option A, and an LAR in the amount $250,000. No other riders are issued on this Policy. In the 5th Policy Year, the Policy Owner submits an approved claim stipulating that the Insured has a terminal illness. In the submitted claim, the owner requests a gross one-time accelerated benefit of $100,000. A payment is paid to the Policy Owner in the amount of $100,000 less a $250 administrative fee. The base Policy death benefit is reduced to $200,000.

Asset Protection Rider and Asset Protection Plus Rider (Optional)

An Asset Protection Rider can be purchased to protect against investment loss by guaranteeing a minimum accumulation benefit at the end of the rider's 10-year term. On the rider maturity date, the rider benefit is equal to the guarantee balance minus Policy Value. If Policy Value on the rider maturity date exceeds the guarantee balance, there is no rider benefit. Any rider benefit is added to Policy Value on the rider maturity date. The benefit will be credited on a Pro-Rata basis to the Policy's selected Investment Options then in effect. There is no rider benefit if the Insured dies prior to the rider's maturity date. The rider must remain in force for at least five years once it is purchased or renewed. This five-year period is referred to as the minimum in-force period. At the end of the minimum in-force period, you have the option to reset your guarantee balance to the then current Policy Value and start a new 10-year period. The rider can be renewed until age 80. This benefit does not protect against Policy lapse. If the Insured is younger than age 80 on the rider maturity date, this rider automatically renews unless the Owner chooses to terminate the rider coverage.

Example 1: Calculation of the Benefit Payment

Guarantee Balance = $100,000
Account Value = $80,000

Benefit = $100,000 - $80,000 = $20,000
The Company adds $20,000 to the Account Value, bringing the total Account Value to $100,000.

Example 2: Calculation of the Benefit Payment

Guarantee Balance = $100,000
Account Value = $120,000

Benefit = $100,000 - $120,000 = ($20,000)
Because the Account Value is greater than the guarantee balance, there is no rider benefit.

An Asset Protection Plus Rider can be purchased that provides similar benefits as the Asset Protection Rider, described above, except that the Rider benefit on the Rider maturity date is equal to the greater of (1) the guarantee balance minus the Policy Value, and (2) the sum of the Rider's charges since the rider Issue Date, unless a rider benefit has been previously paid in which case the amount in (2) is the sum of rider charges since the most recent rider benefit payment. The Asset Protection Plus Rider also guarantees to add rider charges to the Policy's death benefit upon the Insured's death while the rider is in-force. The amount added will be rider charges since the rider Issue Date, unless a rider benefit has been previously paid in which case the amount added will be rider charges since that later date.

"Guarantee balance" is equal to Policy Value on the date the rider is issued, reset or renewed, adjusted as follows:

1. **increased by** additional net premiums paid;
   Net premium is premium paid minus any charges deducted directly from premium, subject to the following restriction. We reserve the right to limit the amount of net premium that can be added to the guarantee balance after the end of the minimum in-force period and before the rider maturity date.
2. **decreased by** Policy charges; and
   Policy charges include monthly cost of insurance, administrative expenses, and riders (except this rider).
3. **decreased by** an adjustment made for partial withdrawals.
   Partial withdrawals cause the guarantee balance to be decreased in the same proportion as the withdrawal reduces the Policy Value. For example, if the withdrawal is 10% of the Policy Value before the withdrawal, the guarantee balance after the withdrawal will be 90% of the guarantee balance immediately prior to the withdrawal.

Example 1: Calculation of the Benefit Payment

Guarantee Balance = $100,000
Account Value = $98,500
Sum of Rider Charges = $2,000

Benefit = greater of (1) $100,000 - $98,500 and (2) $2,000 = $2,000
The Company adds $2,000 to the Account Value, bringing the total Account Value to $100,500.

Example 2: Calculation of the Benefit Payment

Guarantee Balance = $100,000
Account Value = $97,000
Sum of Rider Charges = $2,000

Benefit = greater of (1) $100,000 - $97,000 and (2) $2,000 = $3,000
The Company adds $3,000 to the Account Value, bringing the total Account Value to $100,000.

Example 3: Calculation of "Sum of Rider Charges"

Rider Issue Date = 1/1/2006
Policy Owner elect to reset rider on 3/1/2012
Rider charges collected 1/1/2006 through 2/1/2012 = $800
Policy Owner elects to reset rider on 3/1/2017
Rider charges collected 3/1/2012 through 2/1/2017 = $1,150
Rider stays in force to 3/1/2027
Rider charges collected 3/1/2017 through 2/1/2027 = $3,300
Guarantee Balance on 3/1/2027 = $100,000
Account Value on 3/1/2027 = $98,500
Sum of rider charges = $800 + $1,150 + $3,300 = $5,250

Benefit 3/1/2027 = greater of (1) $100,000 - $98,500 and (2) $5,250 = $5,250
The Company adds $5,250 to the Account Value, bringing the total Account Value to $103,750.

For the new waiting period beginning 3/1/2027, the initial Guarantee Balance equals $103,750, and the sum of rider charges begins accumulating from zero.

Waiver of Monthly Deductions on Disability Rider (WDIS) (Optional)

Defined Terms for this Rider

Disability Benefit: For purposes of this rider, the Disability Benefit refers to the monthly deduction on each monthly activity date for the base Policy and any riders and is equal to:

- the current cost of insurance for the base Policy and any riders;
- the expense charges; and
- the charges for Specified Amount increases, if any.

Total Disability: Total disability must begin after the Effective Date and before the Expiration Date of this rider. It must result from bodily injury which occurs or sickness which first manifests itself while this rider is in force.

Total Disability means:

- Total loss of the sight of both eyes. This loss must be irrecoverable; or
- Total loss of the use of both hands, both feet, or one hand and one foot. This loss must be irrecoverable; or
- The incapacity of the Insured to engage in any substantial duties of his or her occupation for at least six consecutive months. (Substantial duties includes managerial or supervisory functions.)

During the first 24 months of total disability, occupation means the usual work, employment, business or profession in which the Insured was engaged immediately before the date of disability. This includes attendance at school or college as a full-time student. After 24 months of total disability, an Insured who is engaged in any occupation for remuneration or profit will not be considered totally disabled.

Effective Date: The Effective Date of coverage under this rider shall be as follows:

- The Policy Date shall be the Effective Date for all coverage provided in the original application.
- For any rider issued after the Policy Date, the Effective Date shall be the date shown on a supplement to the schedule pages.
- For any insurance that has been reinstated, the Effective Date shall be the monthly activity date on or next following the date we approve the reinstatement.

Expiration Date: This date is also shown on the schedule pages. It is the date on which this rider is no longer effective.

Benefit

While the Insured is Totally Disabled, the Disability Benefit will not be deducted from the Accumulation Value. During this time, the Policy and any rider(s) will continue to be in force.

Monthly deductions falling due before we approve a claim for benefits will continue to be deducted from the Accumulation Value. However, after Total Disability has continued for six (6) consecutive months and we approve the claim, any Disability Benefit which otherwise could have been paid under the provisions of this rider will be credited to the Accumulation Value.

If Total Disability begins after the grace period, no benefit under this rider will be paid.

General Provisions
This rider is available for ages 15 to 55.

The rider will expire at the Policy Anniversary nearest the Insured's 60th birthday.

This Policy may have this rider or the Disability Benefit Rider ("DBR"), but not both.

If the Legacy Asset Rider is attached to this Policy, both this and the LAR Waiver can be attached to this Policy.

If the disability occurs prior to the rider Expire Date, the benefit period may extend beyond the expiry date of the rider. We reserve the right to request proof of continued disability at the time the rider would normally expire. However, the benefit period will not extend past age 100.

To receive this benefit, Written Notice of claim must be received at the Home Office. It must be received: (a) while the Insured is living; (b) while the Insured is totally disabled; and (c) not later than 9 months after the Insured has become Totally Disabled.

If such notice is not furnished in the required time limit, the claim will not be accepted. But a late claim will be accepted if it can be shown that it was not reasonably possible to meet the requirements and that notice was given as soon as was reasonably possible. In no event, however, will the Insured receive any benefit under this rider for a period beyond one year before the date on which notice was received.

The Disability Benefit will commence once we receive satisfactory written proof that the Insured is totally disabled. Proof must be presented at the Home Office: (a) while the Insured is living; (b) before total disability has ended or been interrupted; and (c) within 12 months after we receive the notice of total disability. Forms approved by us must be used.

Similar proof that the Total Disability is continuing may be required at reasonable intervals. If the Insured fails to furnish such proof, the Disability Benefit will cease.

While the Insured is alive, the validity of this rider cannot be contested after it has been in force for a period of 2 years from the Effective Date of this rider.

Coverage under this rider may be reinstated with the Policy subject to the Policy reinstatement provision. Reinstatement must occur before the Expiration Date of this rider. Such reinstatement may occur any time before the Policy Anniversary nearest the Insured's 60th birthday. The requirements for reinstatement are:
- Receipt of satisfactory evidence of insurability.
- Payment of the minimum cost of insurance sufficient to keep this rider in force for 3 months.

The insured will not be eligible for the Disability Benefit if the total disability on which the claim is based results from:
- Self-inflicted bodily injury while sane or insane, other than accidental injury; or
- War or any act of war, whether declared or not, regardless of whether the Insured is in the military, naval or air service.

This rider will automatically terminate on the earliest of these conditions:
- On the Expiration Date of this rider;
- On the monthly activity date on or next following the date we receive your Written Request;
- On surrender of this rider to us;
- On termination of this Policy; or
- On the Policy maturity date.

If a renewable and convertible term rider is attached to the Policy during a benefit period, the cost of insurance for that rider will be waived until the Expiration Date. If the Owner elects to convert that term rider, no benefits will be paid under this rider on the conversion Policy.

Once the Disability Benefit commences, you cannot change the Specified Amount of insurance (except for any increase(s) which result from exercising options under any Guaranteed Insurability Rider), the death benefit option, the mode of the Planned Periodic Premium payments, or change the Policy to another form of insurance.

We will not be liable for the cost of insurance payments on this rider after it terminates except to return them.

Example: The Policy is issued with an Insured age 30. The Insured becomes Totally Disabled at age 40. After receipt of the required notice and proof, the insured receives the Disability Benefit and the Disability Benefit will not be deducted from the Accumulation Value. During this time of Total Disability, the Policy and any rider(s) will continue to be in force, subject to the General Provisions, including termination provisions.

Payor Waiver of Monthly Deductions on Disability of a Covered Person Rider (PDIS) (Optional)

(No longer offered for Policies on or after May 1, 2007)

Defined Terms for this Rider

Disability Benefit: For purposes of this rider, the Disability Benefit refers to the monthly deduction on each monthly activity date for the base Policy and any riders and is equal to:

- The current cost of insurance for the base Policy and any riders;
- The expense charges; and
- The charges for Specified Amount increases, if any.

Total Disability: Total disability covered by this rider must begin after the Effective Date and before the Expiration Date of this rider. Total disability must result from bodily injury which occurs or sickness which first manifests itself while this rider is in force.

Total Disability means:

- Total loss of the sight of both eyes. This loss must be irrecoverable; or
- Total loss of the use of both hands, both feet, or one hand and one foot. This loss must be irrecoverable; or
- The incapacity of the Covered Person to engage in any substantial duties of his or her occupation for at least six consecutive months. (Substantial duties includes managerial or supervisory functions).
- During the first 24 months of total disability, occupation means the usual work, employment, business or profession in which the Covered Person was engaged immediately before the date of disability. This includes attendance at school or college as a full-time student. After 24 months of total disability a Covered Person who is engaged in any occupation for remuneration or profits will not be considered totally disabled.

Covered Person: The Covered Person is the person on whom Disability Benefit coverage is being offered. The applicant is the Covered Person until the automatic substitution date. On and after this date, the Insured is the Covered Person.

Automatic Substitution Date: The automatic substitution date is the Policy Anniversary nearest the Insured's 23rd birthday.

Election Period: The Election Period begins on the Policy Anniversary nearest the Insured's 18th birthday and ends on the automatic substitution date.

Effective Date: The Effective Date of coverage under this rider shall be as follows:

- The Policy Date shall be the Effective Date for all coverage provided in the original application.
- For any rider issued after the Policy Date, the Effective Date shall be the date shown on a supplement to the schedule pages.
- For any insurance that has been reinstated, the Effective Date shall be the monthly activity date or next following the date we approve the reinstatement.

Expiration Date: This date is also shown on the schedule pages. It is the date on which this rider is no longer effective.

Benefit

While the Covered Person is totally disabled, the Disability Benefit will not be deducted from the Accumulation Value. During this time, the policy and any rider(s) will continue to be in force.

Monthly deductions falling due before we approve a claim for benefits will continue to be deducted from the Accumulation Value. However, after total disability has continued for six (6) consecutive months and we approve the claim, any Disability Benefit which otherwise could have been paid under the provisions of this rider will be credited to the Accumulation Value. If total disability begins after the grace period, no benefit under this rider will be paid.

Coverage Changes

We will provide Disability Benefit coverage on the applicant until the automatic substitution date. At that time, the coverage automatically shifts to the Insured. During the Election Period, on Written Request, coverage may be shifted from the applicant to the Insured. This will be subject to evidence of insurability of the Insured. This election, once we accept it, is irrevocable (it cannot be changed).

If the applicant is the Covered Person and becomes totally disabled, the Disability Benefit continues during a period of total disability until the automatic substitution date. At that time, the Insured automatically becomes the Covered Person. The Disability Benefit will cease and we will resume deducting the cost of insurance for this rider from the Accumulation Value. If the Insured is the Covered Person and becomes totally disabled, the Disability Benefit continues so long as the disability continues. If the Insured becomes totally disabled before the automatic substitution date, the Disability Benefit will begin as of that date. It will continue as long as the disability continues.

If the applicant dies before the beginning of the Election Period, no benefits will be payable except that the Disability Benefit will not be deducted from the Accumulation Value until the first day of the Election Period. At that time, the Insured automatically becomes the Covered Person. If the applicant dies during the Election Period, the Insured automatically becomes the Covered Person.

General Provisions
This rider is available for Insured ages 0 to 14. The Applicant cannot be more than 37 years older than the Insured. At issue, the Applicant will normally be the Owner. A third party may be the individual covered under this rider until the substitution date.

Rider deductions are made monthly from the Policy's Accumulation Value up to the Policy Anniversary nearest the Insured's 60th birthday.

The rider will expire at the Policy Anniversary nearest the Insured's 60th birthday.

During the benefit period (the period of time in which benefits are paid under this rider), the rider waives the monthly deductions for expense charges and the cost of insurance charges and all riders, including this rider. However, the benefit will not extend past age 100.

This Policy may have this rider or the Payor Disability Rider (PDR), but not both.

To receive this benefit, Written Notice of claim must be received at the Home Office. It must be received: (a) while the Covered Person is living; (b) while the Covered Person is totally disabled; and (c) not later than 9 months after the Covered Person has become totally disabled.

If such notice is not furnished in the required time limit, the claim will not be accepted. But a late claim will be accepted if it can be shown that it was not reasonably possible to meet the requirements and that notice was given as soon as was reasonably possible. In no event, however, will the Covered Person receive any benefit under this rider for a period beyond one year before the date on which notice was received.

The Disability Benefit will not commence until we receive satisfactory written proof that the Covered Person is totally disabled. Proof must be presented at the Home Office: (a) while the Covered Person is living; (b) before total disability has ended or been interrupted; and (c) within 12 months after we receive the notice of total disability. Forms approved by us must be used.

Similar proof that the total disability is continuing may be required at reasonable intervals. If the Covered Person fails to furnish such proof, the Disability Benefit will cease.

While the Covered Person is alive, the validity of this rider cannot be contested after it has been in force for a period of 2 years from the Effective Date of the rider.

This rider may be reinstated with the policy subject to the policy reinstatement provision. Reinstatement must occur before the Expiration Date of this rider. Such reinstatement may occur before the Policy Anniversary nearest the Covered Person's 60th birthday. The requirements for reinstatement are:
- Evidence of insurability is required on both the applicant and the Insured, if the applicant is the Covered Person. Otherwise, evidence of insurability will be required only on the Insured. This evidence must be satisfactory to us.
- Payment of the minimum cost of insurance sufficient to keep this rider in force for 3 months.

The Covered Person will not be eligible for the Disability Benefit if the total disability on which the claim is based results from:
- Self-inflicted bodily injury while sane or insane; other than accidental injury; or
- War or any act of war, whether declared or not, regardless of whether the Covered Person is in the military, naval or air service.

This rider will automatically terminate on the earliest of these conditions:
- On the Expiration Date of this rider;
- On the monthly activity date on or next following the date we receive your Written Request;
- On surrender of this rider to us;
- On termination of the Policy;
- On assignment of the Policy; or
- On the Policy maturity date.

If a renewable and convertible term rider is attached to the Policy during a benefit period, the cost of insurance for that rider will be waived until the Expiration Date. If the Owner elects to convert that term rider, no benefits will be paid under this rider on the conversion policy.

Once the Disability Benefit commences, you cannot change the Specified Amount of insurance (except for any increase(s) which result from exercising options under any Guaranteed Insurability Rider), the death benefit option, the mode of the Planned Periodic Premium payments, or change the Policy to another form of insurance.

Example: The Policy is issued with an Insured age 10 and a Payor (Covered Person) age 30. The Covered Person of the Policy with this rider suffers a covered disability at age 40. While the Covered Person is totally disabled, and after receipt of proper notice and proof, the Disability Benefit will not be deducted from the Accumulation Value. During this time, the policy and any rider(s) will continue to be in force. All other monthly deductions will apply. We will provide Disability Benefit coverage on the Covered Person until the automatic substitution date. At that time, the coverage automatically shifts to the Insured and the Insured will be the Covered Person responsible for making future premium payments (Covered Person). The Disability Benefit will cease and we will resume deducting the cost of insurance for this rider from the Accumulation Value.

Disability Benefit Rider (Optional)

Defined Terms for this Rider

Disability Benefit: For purposes of this rider, the Disability Benefit is an amount shown on the schedule pages, selected by you on the application.

Effective Date: The Effective Date of all coverage under this rider shall be as follows:

- The Policy Date shall be the Effective Date for all coverage provided in the original application.
- For any rider issued after the Policy Date, the Effective Date shall be the date shown on a supplement to the schedule pages.
- For any insurance that has been reinstated, the Effective Date shall be the monthly activity date on or next following the date we approve the reinstatement.

Expiration Date: This date is also shown on the schedule pages. It is the date on which this rider is no longer effective.

Total Disability: Total Disability must begin after the Effective Date of this rider as shown in the schedule pages and before the Policy Anniversary nearest the Insured's 60th birthday if issued prior to May 1, 2007, and if issued on or after May 1, 2007 nearest the Insured's 65th birthday. It must result from bodily injury which occurs or sickness which first manifests itself while this rider is in force.

Total Disability means:

- Total loss of the sight of both eyes. This loss must be irrecoverable; or
- Total loss of the use of both hands, both feet, or one hand and one foot. This loss must be irrecoverable; or
- The incapacity of the Insured to engage in any substantial duties of his or her occupation for at least six consecutive months. (Substantial duties include managerial or supervisory functions.)

During the first 24 months of Total Disability, occupation means the usual work, employment, business or profession in which the Insured was engaged immediately before the date of disability. This includes attendance at school or college as a full-time student. After 24 months of Total Disability an Insured who is engaged in any occupation for remuneration or profit will not be considered totally disabled.

Benefit

While the Insured is Totally Disabled, the Disability Benefit will be applied as premium. The premium will be credited as of the last monthly activity date, prior to the approval date of the claim and will be credited annually thereafter, during continuance of Total Disability. In addition, while the Insured is Totally Disabled, the cost of insurance for this rider will not be deducted from the Accumulation Value. All other monthly deductions will apply. If Total Disability begins after the grace period, no benefits under this rider will be paid.

General Provisions

This rider is available for ages 15-55.

For Policies issued on or after May 1, 2007, deductions for this rider are made until the Policy Anniversary nearest the Insured's 65th birthday, at which time the rider expires. For Policies prior to May 1, 2007, deductions for this rider are made until the Policy Anniversary nearest the Insured's 60th birthday, at which time the rider expires.

The Policy may have either this rider or the Waiver of Monthly Deductions on Disability, but not both.

To receive this benefit, Written Notice of claim must be received at the Home Office. It must be received: (a) while the Insured is living; (b) while the Insured is totally disabled; and (c) not later than 9 months after the Insured has become totally disabled.

If such notice is not furnished in the required time limit, the claim will not be accepted. But a late claim will be accepted if it can be shown that it was not reasonably possible to meet the requirements and that notice was given as soon as was reasonably possible. In no event, however, will the Insured receive any benefit under this rider for a period prior to one year before the date on which notice was received.

Approval of the initial notice of claim will be granted after we receive satisfactory written proof that the Insured is totally disabled. Proof must be presented at the Home Office: (a) while the Insured is living; (b) before Total Disability has ended or been interrupted; and (c) within 12 months after we receive the notice of Total Disability. Forms approved by us must be used.

Similar proof that the Total Disability is continuing may be required at reasonable intervals. If the Insured fails to furnish such proof, the Disability Benefit will cease.

While the Insured is alive, the validity of this rider cannot be contested after it has been in force for a period of 2 years from the Effective Date of this rider.

Coverage under this rider may be reinstated with the Policy if no more than 3 years have passed since the date of termination. Reinstatement must occur before the Expiration Date of this rider. Such reinstatement may occur any time before the Policy Anniversary nearest the Insured's 60th birthday. For Policies issued on or after May 1, 2007, such reinstatement may occur any time before the Policy Anniversary nearest the Insured's 65th birthday. The requirements for reinstatement are:

- Receipt of evidence of insurability satisfactory to us.
- Payment of the minimum cost of insurance sufficient to keep the rider in force for 3 months.

The Insured will not be eligible for the Disability Benefit if the Total Disability on which the claim is based results from:
- Self-inflicted bodily injury while sane or insane; other than accidental injury; or
- War or any act of war, whether declared or not, regardless of whether the Insured is in the armed forces.

This rider will automatically terminate on the earliest of these conditions:
- On the Expiration Date of this rider;
- On the monthly activity date on or next following the date we receive your Written Request;
- On surrender of this rider to us;
- On termination of this Policy; or
- On the Policy maturity date.

Once the Disability Benefit commences, you cannot change the Specified Amount of insurance (except for any increase(s) which result from exercising options under any Guaranteed Insurability Rider), the death benefit option, the mode of the Planned Periodic Premium payments, or change the Policy to another form of insurance.

We will not be liable for the cost of insurance deductions on this rider after it terminates except to return them.

Example: The Owner of a Policy with this rider suffers a covered disability at age 45. The benefit amount of this rider is the amount chosen on the Policy application. After a qualifying Total Disability claim, the Policy Owner will receive the amount chosen on the Policy application annually as premium credited to the Policy. In addition, while the Insured is Totally Disabled, the cost of insurance for this rider will not be deducted from the Accumulation Value. All other monthly deductions will apply. The Insured then recovers at age 48, and payments under this rider cease.

Payor Disability Rider (PDR) (Optional)
(No longer offered for Policies on or after May 1, 2007)

Defined Terms for this Rider
Automatic Substitution Date: The Automatic Substitution Date is the Policy Anniversary nearest the Insured's 23rd birthday.

Covered Person: The Covered Person is the person on whom Disability Benefit coverage is being offered. The applicant is the Covered Person until the Automatic Substitution Date unless an election is made during an Election Period. On and after this date, the Insured is the Covered Person.

Disability Benefit: For purposes of this rider, the Disability Benefit is an amount shown on the schedule pages, selected by you on the application.

Effective Date: The Effective Date of coverage under this rider shall be as follows:
- The Policy Date shall be the Effective Date for all coverage provided in the original application.
- For any rider issued after the Policy Date, the Effective Date shall be the date shown on a supplement to the schedule pages.
- For any insurance that has been reinstated, the Effective Date shall be the monthly activity date on or next following the date we approve the reinstatement.

Election Period: The Election Period begins on the Policy Anniversary nearest the Insured's 18th birthday and ends on the Automatic Substitution Date.

Expiration Date: This date is also shown on the schedule pages. It is the date on which this rider is no longer effective.

Total Disability: Total Disability covered by this rider must begin after the Effective Date and before the Expiration Date of this rider. Total disability must result from bodily injury which occurs or sickness which first manifests itself while this rider is in force.

Total Disability means:
- Total loss of the sight of both eyes. This loss must be irrecoverable; or
- Total loss of the use of both hands, both feet, or one hand and one foot. This loss must be irrecoverable; or
- The incapacity of the Covered Person to engage in any substantial duties of his occupation for at least six consecutive months. (Substantial duties includes managerial or supervisory functions).

During the first 24 months of Total Disability, occupation means the usual work, employment, business or profession in which the Covered Person was engaged immediately before the date of disability. This includes attendance at school or college as a full-time student. After 24 months of Total Disability a Covered Person who is engaged in any occupation for remuneration or profits will not be considered Totally Disabled.

Benefit
While the Covered Person is Totally Disabled, the Disability Benefit will be applied as premium. The premium will be credited as of the last monthly activity date prior to the approval date of the claim and will be credited annually thereafter during continuance of Total Disability. In addition, while the Covered Person is Totally Disabled, the cost of insurance for this rider will not be deducted from the Accumulation Value. All other monthly deductions will apply.

We will provide Disability Benefit coverage on the applicant until the Automatic Substitution Date. At that time, the coverage automatically shifts to the Insured. During the Election Period, on Written Request, coverage may be shifted

from the applicant to the Insured. This will be subject to evidence of insurability of the Insured. This election, once we accept it, is irrevocable (it cannot be changed). If the applicant is the Covered Person and becomes Totally Disabled, the Disability Benefit continues during a period of Total Disability until the Automatic Substitution Date. At that time, the Insured automatically becomes the Covered Person. The Disability Benefit will cease and we will resume deducting the cost of insurance for this rider from the Accumulation Value. If the Insured is the Covered Person and becomes Totally Disabled, the Disability Benefit continues as long as the disability continues until the rider Expiration Date. If the Insured becomes Totally Disabled before the Automatic Substitution Date, the Disability Benefit will begin as of that date. It will continue as long as the disability continues until the rider Expiration Date.

If the applicant dies before the beginning of the Election Period, no benefits will be payable except that the cost of insurance for this rider will not be deducted from the Accumulation Value until the first day of the Election Period. At that time, the Insured automatically becomes the Covered Person. If the applicant dies during the Election Period, the Insured automatically becomes the Covered Person.

If Total Disability begins after the grace period, no benefit under this rider will be paid.

General Provisions
This rider is available for Insured Issue Ages 0-14 and the applicant cannot be more than 37 years older than the Insured.

Deductions for this rider are made until the Policy Anniversary nearest the Insured's 60th birthday. The rider will expire at that time.

The Insured automatically becomes the Covered Person under this rider on the Automatic Substitution Date.

To receive this benefit, Written Notice of claim must be received at the Home Office. It must be received: (a) while the Covered Person is living; (b) while the Covered Person is Totally Disabled; and (c) not later than 9 months after the Insured has become Totally Disabled.

If such notice is not furnished in the required time limit, the claim will not be accepted. But a late claim will be accepted if it can be shown that it was not reasonably possible to meet the requirements and that notice was given as soon as was reasonably possible. In no event, however, will the Insured receive any benefit under this rider for a period prior to one year before the date on which notice was received.

Approval of the initial notice of claim will be granted after we receive satisfactory written proof that the Covered Person is Totally Disabled. Proof must be presented at the Home Office: (a) while the Covered Person is living; (b) before Total Disability has ended or been interrupted; and (c) within 12 months after we receive the notice of Total Disability. Forms approved by us must be used.

Similar proof that the Total Disability is continuing may be required at reasonable intervals. If the Covered Person fails to furnish such proof, the Disability Benefit will cease.

While the Insured is alive, the validity of this rider cannot be contested after it has been in force for a period of 2 years from the Effective Date of the rider.

This rider may be reinstated with the policy if no more than 3 years have passed since the date of termination. Reinstatement must occur before the Expiration Date of this rider. Such reinstatement may occur before the Policy Anniversary nearest the Covered Person's 60th birthday. The requirements for reinstatement are:
- Evidence of insurability is required on both the applicant and the Insured, if the applicant is the Covered Person. Otherwise, evidence of insurability will be required only on the Insured. This evidence must be satisfactory to us.
- Payment of the minimum cost of insurance sufficient to keep this rider in force for 3 months.

The Covered Person will not be eligible for the Disability Benefit if the total Disability on which the claim is based results from:
- Self-inflicted bodily injury while sane or insane; other than accidental injury; or
- War or any act of war, whether declared or not, regardless of whether the Covered Person is in the armed forces.

This rider will automatically terminate on the earliest of these conditions:
- On the Expiration Date of this rider;
- On the monthly activity date on or next following the date we receive your Written Request;
- On surrender of this rider to us;
- On termination of the Policy;
- On assignment of the Policy; or
- On the Policy Maturity date.

Once the Disability Benefit commences, you cannot change the Specified Amount of insurance (except for any increase(s) which result from exercising options under any Guaranteed Insurability Rider), the death benefit option, the mode of the Planned Periodic Premium payments, or change the Policy to another form of insurance.

We will not be liable for the cost of insurance deductions on this rider after it terminates except to return them.

Example: The Policy is issued with an Insured age 10 and a Payor (Covered Person) age 30. The Covered Person of the Policy with this rider suffers a covered disability at age 40 and follows all notice and proof provisions of the Policy. While the Covered Person is Totally Disabled, the Disability Benefit will be applied as premium. The premium will be credited as of the last monthly activity date prior to the approval date of the claim and will be credited annually thereafter during continuance of Total Disability. In addition, while the Covered Person is Totally Disabled, the cost of insurance for this rider will not be deducted from the Accumulation Value. All other monthly deductions will apply. We will provide Disability Benefit coverage on the Covered Person until the Automatic Substitution Date. At that time, the Disability Benefit will cease and the coverage automatically shifts to the Insured and the Insured will be the Covered Person responsible for making future premium payments (Covered Person).

Accidental Death Benefit Rider (ADB) (Optional)

Defined Terms for this Rider

Accidental Death: Accidental Death as covered by this rider means death which:

- Results directly from accidental bodily injuries incurred before this rider terminates, and independently of all other causes, and
- Occurs within 91 days after such injuries were sustained.

Country: Means any government or any coalition of countries or governments through an international organization or otherwise.

Effective Date of coverage under this rider shall be as follows:

- The Policy Date shall be the Effective Date for all coverage provided in the original application.
- For any rider issued after the Policy Date, the Effective Date shall be the date shown on a supplement to the Policy schedule pages.
- For any insurance that has been reinstated, the Effective Date shall be the monthly anniversary date that falls on or next follows the date we approve the reinstatement.

Expiration Date: The Expiration Date is shown on the Policy schedule page. It is the date on which this rider is no longer effective.

Military Service: Means service in the armed forces of any Country.

Participating Or Engaging: Means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part. It will not include actions taken in defense of public or private property, or actions taken in defense of the person of the Insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firemen.

Rider Specified Amount of Insurance: This is shown on the schedule page. It is the amount of the proceeds payable if this rider is in force on the date of the Insured's Accidental Death.

Riot: Includes all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to person or property or unlawful act or acts is the intent or consequence of such disorder.

War: Means declared or undeclared war or conflict between the armed forces of countries.

Benefit

If the Insured dies of an Accidental Death while the Policy and this rider are in force, we will pay the rider Specified Amount of insurance to the beneficiary. Satisfactory proof of the Accidental Death is required. The amount will be paid with the death benefit of the basic Policy.

General Provisions

This rider is available for Issue Ages 0 to 60.

The premium paying period for this rider is to the Policy Anniversary nearest the basic Insured's 70th birthday.

The maximum benefit amount will be the lesser of $400,000 or the amount of the basic Policy. The total maximum ADB benefit cannot be more than $400,000 for each Insured, including ADB coverage from all insurance companies.

The minimum benefit is $5,000.

This rider is available only on the base Policy Insured.

While the Insured is alive, the validity of this rider cannot be contested after it has been in force for a period of 2 years from the Effective Date of this rider, or from the date of reinstatement.

Coverage under this rider may be reinstated with the Policy if no more than 3 years have passed since the beginning of the Policy grace period. Reinstatement must occur before the Expiration Date of this rider. The requirements for reinstatement are:

- Receipt by us of satisfactory evidence of insurability.
- Payment of the minimum cost of insurance sufficient to keep the rider in force for 3 months.

No rider proceeds will be payable if the Insured's death results directly or indirectly from any of these causes:
- Insurrection or war or any act attributable to war, whether or not the Insured is in military service.
- Injury sustained outside the states of the United States or its territories, the District of Columbia, and Canada while the Insured is in military service for any Country at war.
- Participating or engaging in a riot.
- An act of suicide while sane or insane or the taking of one's own life while insane.
- Bodily or mental infirmity, disease of any kind or medical or surgical treatment thereof.
- Committing or attempting to commit an assault or felony.
- Voluntary:
  - Asphyxiation from inhalation of gas, whether conscious or unconscious, except in the course of the Insured's job; or
  - Taking of any poison (except for food poisoning), hallucinogen, drug or sedative unless taken on the advice of a physician.
  - Operating or riding in or descending from any kind of aircraft if the Insured:
    - Is a pilot, officer or member of the crew of such aircraft; or
    - Is giving or receiving any kind of training or instruction; or
    - Has any duties aboard such aircraft; or
    - Is being flown for the purpose of descent from such aircraft while in flight.

Where it is not forbidden by law, we will have the right to require an autopsy.

This rider will automatically terminate on the earliest of these conditions:
- The Policy Anniversary nearest the Insured's 70th birthday.
- When the Policy matures or expires, whichever occurs first.
- On the monthly activity date on or next following the date we receive your Written Request.
- The surrender of this rider to us.
- The Expiration Date of this rider.

We will not be liable for the cost of insurance deductions on this rider after it terminates except to return them.

Example: The owner of a Policy with this rider suffers a covered accident at age 45 and subsequently dies 30 days after the accident. We will pay the rider Specified Amount of insurance to the beneficiary. Satisfactory proof of the Accidental Death is required. The amount will be paid with the death benefit of the basic Policy.

Children's Protection Rider (CPR) (Optional)

Defined Terms for this Rider

Cost Of Insurance: The cost of insurance for this rider is shown on the schedule page.

Dependent Child: A dependent child is a child born of a marriage, a stepchild, a legally adopted child of the Insured or any child for which the Insured is legally responsible. To qualify as a dependent child, the child must be at least 15 days of age and have not yet reached the rider anniversary nearest his or her 25th birthday. The child must either:

- Be named in the application and the date of such application must be before the child's 18th birthday; or
- Qualify as a dependent child after the date of the application but before the child's 18th birthday.

Effective Date: The Effective Date of coverage under this rider shall be as follows:
- The Policy Date shall be the Effective Date for all coverage provided in the original application.
- For any rider issued after the Policy Date, the Effective Date shall be the date shown on a supplement to the schedule page.
- For any insurance that has been reinstated, the Effective Date shall be the monthly activity date that falls on or next follows the date we approve the reinstatement.

Expiration Date: The date is also shown on the schedule page. It is the date on which this rider is no longer effective.

Rider Beneficiary: Unless otherwise provided, the Owner will be the Rider Beneficiary. If the Owner is not living, then the Beneficiary will be the Owner's spouse. If the spouse becomes the Beneficiary and then dies, the Beneficiary will be the estate of the spouse. If there is no spouse when the Owner dies, the Beneficiary will be the estate of the owner.

Rider Owner: The Owner of the Policy is the Owner of this rider unless otherwise provided. If the Owner dies, the Owner's spouse will become the Owner. If the spouse becomes the Owner, and then dies, ownership will pass to the spouse's estate. If there is no spouse at the owner's death, then ownership will pass to the owner's estate.

Rider Specified Amount of insurance: The rider Specified Amount of insurance is the insurance payable under this rider. The amount is shown on the schedule page.

Benefit

We agree to pay the rider Specified Amount of insurance if a dependent child dies while the Policy and this rider are in force. The Rider Beneficiary will receive the proceeds. Satisfactory proof of death of the dependent child is required.

General Provisions

This rider is available for basic Insured ages 18-55. Eligible children include those at least 15 days old and no more than 17 years old.

The rider expires at the rider anniversary nearest the basic Insured's 60th birthday.

The amount of coverage on each child will be $10,000.

All eligible children must be covered. If the rider is not selected at issue, evidence of insurability of all children and the basic Insured must be furnished at the expense of the basic Insured in order to add the rider. The rider may be added even if there are no children currently eligible.

Only one CPR per family may be in force at any one time.

While the Insured and any dependent children covered are alive, the validity of this rider cannot be contested after it has been in force for a period of 2 years from the Effective Date of the rider or from the date of reinstatement.

This rider may be reinstated with the Policy if no more than 3 years have passed since the beginning of the grace period. Reinstatement must occur before the Expiration Date of this rider. The requirements for reinstatement are:
- Receipt by us of satisfactory evidence of insurability of the Insured and of each dependent child for whom coverage is being reinstated.
- Payment of the minimum cost of insurance sufficient to keep the rider in force for 3 months.

On the death of the Insured, the insurance under this rider becomes paid-up term insurance. It will expire for each dependent child on the earliest of the Expiration Date of this rider or the rider anniversary nearest the child's 25th birthday.

The paid-up insurance may be surrendered for any or all of the dependent children. It may be surrendered for its cash value which is the present value of future guaranteed benefits. If surrender is within 30 days after a rider anniversary, the cash value will not be less than the value on that anniversary. The amounts will be furnished by the company on request.

If any dependent child covered under this rider commits suicide while sane or in-sane or takes his or her own life while insane within 2 years of the Effective Date of this rider or any reinstatement of this rider, the total liability shall be the cost of insurance for such child.

Payment under this provision will not affect the coverage of any other dependent child under this rider. The cost of insurance for this rider will not be increased.

If the Insured commits suicide while sane or insane or takes his or her own life while insane, this rider will become paid-up for each covered dependent child as provided in "Death of the Insured".

This rider will automatically terminate for all dependent children on the earliest of these conditions:
- The Expiration Date of this rider,
- The monthly activity date on or next following the date we receive your Written Request.
- The surrender of this rider to us,
- Termination of this Policy; or
- The Policy maturity date.

Coverage under this rider will terminate for each dependent child on the earliest of these conditions:
- The rider anniversary nearest the dependent child's 25th birthday.
- On conversion of this coverage.

While the Policy and this rider are in full force, this rider may be converted (exchanged) for a different Policy. Evidence of insurability will not be required.

Conversion can be made to a permanent non-pension Policy subject to the following rules:
- No riders may be added to the new Policy without satisfactory evidence of insurability.
- Application must be made and the first premium for the new Policy paid to us before this rider terminates for the dependent child on whom coverage is being converted.
- The dependent child on whom coverage is being converted must be alive on the Policy Date of the new Policy (the date of conversion).
- The Policy Date of the new Policy will be the date of conversion.
- The new Policy must be subject to our then current rules as to the amount and the kind of Policy issued and premiums charged.

If there is a Disability Benefit Rider or the Waiver of Monthly Deduction Rider attached to the basic Policy, when this rider converts, the converted Policy will have a rider that provides disability benefits attached.

Coverage under this rider for each dependent child may be converted at any time:
- on or before the Expiration Date of this rider; or
- the rider anniversary nearest the child's 25th birthday, whichever occurs first.

The amount of the new Policy will depend on when this rider is converted.

If coverage under this rider is converted before the termination of the rider for a dependent child, the new Policy will be for a face amount of insurance not greater than the rider face amount of insurance. If coverage is converted at the time of termination, the new Policy will be for a face amount of insurance not greater than 5 times the rider face amount of insurance.

We will not be liable for the cost of insurance payments paid on this rider after it terminates except to return them.

Example: A Policy Owner has this rider attached to their Policy covering their 10-year-old child for an amount of $10,000. That child then dies and satisfactory proof of death is received. A $10,000 death benefit would be paid for the death of the child to the Rider Beneficiary. This rider is no longer in force after the rider anniversary nearest the dependent child's 25th birthday.

Guaranteed Insurability Rider (GIR) (Optional)

Defined Terms for this Rider

Election Amount: The Election Amount is the amount of the additional insurance which is issued as an increase in the Specified Amount of insurance of the Policy. You must choose the Election Amount at the time this rider is issued. The Election Amount you have chosen and the Regular Option Dates are shown on the schedule pages.

Regular Option Dates: The Regular Option Dates are the Policy anniversaries on which the Insured's age at nearest birthday is 25, 28, 31, 34, 37 and 40.

Alternate Option Dates: You may also choose an Alternate Option Date in lieu of a regular option date after:
- the first marriage of the Insured after the Effective Date of this rider; or
- the birth of a child born of a marriage of the Insured, or for which the Insured is legally responsible; or
- the legal adoption of a child by the Insured.

Only one Alternate Option Date may be chosen between the Effective Date of the rider and the first regular option date and between each pair of successive Regular Option Dates.

Election of an alternative option will replace the next regular option date.
Therefore, the next regular option cannot be elected.

Option Period: The Option Period is the time during which you may choose to elect an option. For a regular option date, the Option Period is the 31 day period on either side of such date. For an Alternate Option Date, the Option Period is the 60 days immediately after such date.

Effective Date: The effective date of coverage under this rider shall be as follows:
- The Policy Date shall be the Effective Date for all coverage provided in the original application.
- For any insurance that has been reinstated, the Effective Date shall be the monthly activity date that falls on or next follows the date we approve the reinstatement.

Expiration Date: This date is shown on the schedule page. It is the date on which this rider is no longer effective.

Benefit

You may buy additional insurance on the life of the Insured by increasing the Specified Amount of insurance of the Policy, subject to the provisions below. Evidence of insurability is not required. The amount of the increase is equal to the Election Amount. The Policy and this rider must be in force and all due premiums must have been paid during the Option Period before an option can be effective.

Conditions

Options elected under this rider are subject to the following conditions:
- The increased Specified Amount will be subject to any ratings and restrictions under the Policy.
- If any rider which provides total and permanent Disability Benefits is attached to the Policy, the Disability Benefits may be increased to cover the increased Specified Amount without evidence of insurability. No other riders may be added without satisfactory evidence of insurability.
- If an option is effective while Disability Benefits are currently being provided by a rider, the Disability Benefit will be increased. This increase in Disability Benefits will reflect any necessary higher Minimum Premium requirements for the Policy as if the increased insurance were issued as a separate Policy at the attained age of the Insured.
- If a regular option is chosen, the Effective Date of the increased Specified Amount will be the later of the regular option date or the Effective Date of the election. If an alternate option is chosen, the Effective Date will be the Effective Date of the election.
- The election of an option will be effective when any required premium is paid and written application signed by both you and the Insured is made to us during an Option Period.
- The Insured must be alive on the Effective Date.
- The increase in Specified Amount will be treated in the same manner as an increase granted under the terms of the Policy to which this rider is attached, except that the requirement of evidence of insurability will be waived.

General Provisions

This rider is available for Issue Ages 0 to 37 and is available at issue only.

This rider guarantees the right to purchase the Election Amount on any Option Date. The Election Amount will be chosen by the Policy Owner at issue. The maximum Election Amount is $50,000. The minimum Election Amount is $25,000.

Coverage under this rider may be reinstated with the Policy if no more than 3 years have passed since the beginning of the Policy grace period. Reinstatement must occur before the Expiration Date of this rider. Such reinstatement may occur any time before the last regular option date. The requirements for reinstatement are:
- Receipt by us of satisfactory evidence of insurability for the Insured.
- Payment of the minimum cost of insurance sufficient to keep the rider in force for 3 months.

This rider will terminate on the earliest of these conditions:

- The Expiration Date of this rider which is the Policy Anniversary nearest the Insured's 40th birthday.
- The Effective Date of an alternate option if between ages 37 and 40.
- The surrender of this rider to us.
- On the monthly activity date on or next following the date we receive Written Request from you.
- The termination of the Policy.

We will not be liable for the cost of insurance deductions on this rider after it terminates except to return them.

Example: A man (aged 32) is issued a new Policy with the inclusion of this rider. Due to the Policy being issued at age 32, he has three possible option dates to increase the Specified Amount of the Policy without submitting proof of insurability. At the Policy Anniversary nearest his 37th birthday, which is the second option date, he elects to increase the Policy's Specified Amount by $25,000 at a cost based on the Insured's rate class as of the Policy Date and the Issue Age as applicable at the time of increase. The aggregate Policy Specified Amount is now $25,000 higher than it was previously. In this example the Insured chooses not to further increase the Specified Amount on the remaining option date.

Term Coverage Rider (Optional)

Defined Terms for this Rider

Beneficiary: The term "Beneficiary" in this rider means the person named as the Beneficiary under the basic Policy.

Insured: The term "insured" in this rider means the person named as the insured under the basic Policy.

Effective Date: The effective date of coverage under this rider will be the Policy Date for coverage provided in the original application. The effective date of coverage under this rider will be the date shown on a supplement to the schedule pages for any rider issued after the Policy Date.

Expiration Date: The Expiration Date is the rider anniversary following the 100th birthday of the insured. This date is shown in the schedule pages.

Rider Death Benefit: This is the amount of death benefit provided by this rider. It is the difference between the amount of the Total Death Benefit and the death benefit provided under the basic Policy. The amount of Rider Death Benefit can change monthly. It may change to zero but it can never be less than zero. In other words, this rider will remain in effect until you request its termination subject to the Termination of Rider provision.

Rider Specified Amount of Insurance: The Rider Specified Amount of Insurance is shown in the schedule pages. You may not increase this amount. After the first Policy Year, you may decrease this amount. However, you may not decrease the Rider Specified Amount of Insurance to less than $25,000.

Total Death Benefit: The Total Death Benefit depends upon which death benefit option is in effect. If Option A is in effect, the Total Death Benefit is the greater of (1) the Total Specified Amount of Insurance, or (2) the Policy Value multiplied by the applicable percentage (see the Death Benefit section of the Policy). If Option B is in effect, the Total Death Benefit is the greater of (1) the Total Specified Amount of Insurance plus the Policy Value, or (2) the Policy Value multiplied by the applicable percentage (see the Death Benefit section of the Policy).

Total Specified Amount of Insurance: This is the Specified Amount of insurance provided under the basic Policy plus the Rider Specified Amount of Insurance.

Cost Of Insurance: The cost of insurance for this rider will be calculated each month. It is equal to the Rider Death Benefit on the monthly activity date multiplied by the monthly cost per $1,000 of insurance divided by $1,000. Attained ages in the table are equal to the Issue Age of the insured on the rider's effective date plus the number of completed years from the effective date of this rider. The cost of insurance rates will not exceed the rates in this table plus an adjustment for any table and/or flat extra rating shown in the schedule pages.

We have the option of charging less than the maximum rates shown in the table. Each year, the current annual cost of insurance rate will be declared for the next Policy Year. This rate will be based on the insured's Issue Age, sex, rate class and Policy Year. The rate will be adjusted for any table and/or flat extra rating shown in the schedule pages.

Any change in the current cost of insurance rates will apply to all insureds of the same Issue Age, sex, and rate class and whose policies have been in effect for the same length of time.

Benefit

Under the terms of this rider, we agree to pay the Rider Death Benefit to the Beneficiary upon receipt of satisfactory proof of the death of the Insured. Death must occur while this rider is in force. Payment is subject to the provisions of the basic Policy and this rider.

Termination Of Rider

This rider will automatically terminate on the earliest of these conditions:

- On the Expiration Date of this rider.
- On the monthly activity date on or next following the date we receive your Written Request. However, you may not terminate this rider within the first Policy Year.
- On termination of the Policy.

General Provisions
This rider is available for Issue Ages 15-80. This rider is available only on the base Insured.

The cost of insurance deduction is made until the rider anniversary nearest the Insured's 100th birthday. The rider expires at the rider anniversary nearest the Insured's 100th birthday.

If the Insured is a juvenile (Issue Age 15-19), and the Insured provides evidence of nontobacco use or preferred nontobacco status for the base Policy, this rider may also change to the nontobacco or preferred nontobacco class.

The minimum amount for this rider is $25,000. The maximum amount is 900% of the basic Policy Specified Amount, provided reinsurance is available.

The minimum based Policy Specified Amount to include this rider is $100,000.

The Beneficiary is the same as designated for the basic Policy.

The Specified Amount of the rider does not have to be adjusted due to a decrease in the base Policy Specified Amount.

An additional rider may be added after issue subject to a minimum rider amount of $25,000 and payment of a $250 administrative expense charge. The rider amount may be decreased to no less than $25,000 or it may be terminated after issue.

This rider may be reinstated with the Policy if the insured is living and application is made within three years from the beginning of any grace period. Reinstatement must occur before the Expiration Date of this rider.

The requirements for reinstatement are:
- Receipt of evidence satisfactory to us of insurability of the insured.
- Payment of the premium required for reinstatement of the Policy. (See the Reinstatement section of the basic Policy).

If the insured commits suicide while sane or insane, within two years from the effective date of this rider, we will limit the benefits of this rider. The limited benefits will equal the cost of insurance paid for this rider.

We cannot contest this rider after it has been in force during the insured's life for two years from the rider effective date or from any reinstatement of this rider.

If, after this rider has terminated, we make a deduction from the Policy Value for the cost of insurance for this rider, our only obligation to you under this rider will be to return the cost of insurance deduction plus interest. No coverage is available after the termination date of this rider.

The provisions of the basic Policy are hereby referred to and made a part of this rider unless otherwise specified in this rider. If the basic Policy has been issued on a unisex basis, this rider is also considered to be issued on a unisex basis.

This rider has no cash or Policy Loan value.

This rider is not convertible to a permanent Policy of life insurance.

Example: The Policy is issued with a Specified Amount of $250,000, death benefit Option B, and a Term Rider for the Insured in the amount of $100,000. The death benefit of the base Policy is the Specified Amount plus the Policy Value on the date of the Insured's death. As of the date of the Insured's death, the Policy Value is $15,000. A total death benefit to be paid to the Beneficiary is $365,000 ($250,000 + $100,000 + $15,000).

Term Rider for Covered Insured (Optional)
Defined Terms for this Rider
Beneficiary: The term "Beneficiary" in this rider means only the Beneficiary for the benefit payable at the Covered Insured's death. The term "Beneficiary" in other provisions of the Policy means only the Beneficiary for the benefits payable under the Policy.

Unless otherwise changed, the Beneficiary for the benefit payable under this rider will be the named Beneficiary as shown in the application for this rider.

While the Covered Insured is living, you may change the Beneficiary by Written Request in a form satisfactory to us. The change will take effect on the date we record it in the Home Office.

Covered Insured: Covered Insured means each person so named in an application or supplemental application, if approved by us, and shown on the schedule pages.

Rider Conversion Option Expiration Date: The date shown on the schedule pages.

Rider Effective Date: The effective date of coverage under this rider shall be as follows:
- The Policy Date shall be the effective date for all coverage provided in the original application.
- For any rider issued after the Policy Date or for any coverage on another Covered Insured, the effective date shall be the date shown on a supplement to the schedule pages.
- For any insurance that has been reinstated, the effective date shall be the monthly activity date that falls on or next follows the date we approve the reinstatement.

Rider Expiration Date: This date is also shown in the schedule pages. It is the date on which this rider is no longer effective.

Rider Specified amount of insurance: The rider Specified Amount of insurance for a Covered Insured is shown for that Covered Insured on the schedule pages.

Benefits
We agree to pay the rider Specified Amount of insurance to the Beneficiary upon receipt of satisfactory proof of the death of any Covered Insured. Death must occur while this rider is in force with respect to the Covered Insured. Payment is subject to the provisions of the Policy and this rider.

Cost Of Insurance
The annual cost of insurance upon renewal for this rider will be a rate per thousand at the attained age of that Covered Insured multiplied by the rider Specified Amount of insurance in thousands. The rates will be based on the Issue Age, sex, tobacco usage and risk class of the Covered Insured and the rider duration. The rates will be adjusted for any table rating and/or flat extra rating. The rating and risk class of the Covered Insured are shown in the Policy schedule. The Maximum Guaranteed Cost of Insurance Rates per $1,000 are attached. We have the option of charging less than the maximum. Each year, the current annual cost of insurance rates for this rider will be declared for the next Policy Year. Any change in the current cost of insurance rates will apply to Covered Insureds under this rider having the same Issue Age, sex, tobacco usage and risk class and whose riders have been in effect for the same length of time. We cannot increase rates because of a change in status of the Covered Insured's health.

Conversion Of This Rider
While the Policy and this rider are in force, you may convert it for a permanent Policy on the life of the Covered Insured. You may do this at any time prior to attained age 70 of the Covered Insured. Evidence of insurability will not be required, except for additional benefits.

If the Policy terminates prior to the rider conversion option Expiration Date due to the death of the insured(s) under the basic Policy, the Covered Insured may still convert within 60 days of the date of termination.

The new Policy will have a Specified Amount of insurance no more than the rider Specified Amount of insurance in effect on the date of conversion for that Covered Insured.

The Policy Date of the new Policy will be the date of conversion. The new Policy will be subject to our then current rules as to the amount and the kind of Policy issued. The rates for the new Policy will be adjusted for any table rating and/or flat extra rating that was being charged for this rider. Any restrictions found in this rider will also be found in the new Policy.

Application must be made and the first premium for the new Policy paid to us before this rider terminates for the Covered Insured on whom coverage is being converted. In addition, the Covered Insured on whom coverage is being converted must be alive on the Policy Date of the new Policy.

General Provisions
This rider is available for Covered Insured ages 20-70, age nearest birthday.

The cost of insurance deduction is made until the rider anniversary nearest the Covered Insured's 99th birthday. The rider expires at the rider anniversary nearest the Covered Insured's 100th birthday.

Attachment of this rider requires evidence of insurability for each Covered Insured.

The minimum amount for this rider is $100,000 for a rating classification preferred nontobacco, $25,000 for rating classification standard nontobacco and tobacco class. The maximum amount will be the less of 300% of the basic Policy Specified Amount or $500,000 (without prior approval and appropriate reinsurance arrangements).

Each rider may have its own Beneficiary designation.

The rider amount may be increased, subject to evidence of insurability. The minimum amount of increase is $50,000.

The cost of insurance for non-family members are treated as partial withdrawals for Policy Owner taxation purposes because they are non-qualified additional benefits.

This rider will automatically terminate for each Covered Insured on the earliest of these conditions:
- On the rider Expiration Date for each Covered Insured;
- On the monthly activity date on or next following the date we receive your Written Request;
- On surrender of this rider to us; or
- On termination of this Policy.

This rider may be reinstated with the Policy if no more than 3 years have passed since the date of termination. Reinstatement must occur before the expiration date of this rider. The requirements for reinstatement are:
- Receipt by us of evidence of insurability of the Covered Insured for whom coverage is being reinstated. This evidence must be satisfactory to us.
- Payment of the minimum cost of insurance sufficient to keep the rider in force for 3 months.

If the Covered Insured commits suicide, while sane or insane within 2 years from the rider effective date with respect to that Covered Insured, the total liability shall be the cost of insurance for that Covered Insured.

While the Covered Insured is alive, the validity of this rider cannot be contested after it has been in force for a period of 2 years from the rider effective date.

We will not be liable for the cost of insurance deductions on this rider for any Covered Insured after it terminates except to return them.

Example: The Policy is issued with a Specified Amount of $250,000 with a rating class of preferred non-smoker, and a term insurance covered insurance rider in the amount of $100,000. The Covered Insured is age 35 at the time of issue and is the spouse of the Insured. Upon the death of the Covered Insured, and receipt of satisfactory proof of death, $100,000 will be paid to the Beneficiary.

SURRENDERS AND WITHDRAWALS

FULL SURRENDER

While the Insured is alive, you may terminate the Policy for its Cash Surrender Value. Following a full surrender, all your rights in the Policy end, and the Policy may not be reinstated.

Full Surrender Rules

- We will accept a full surrender request signed by you on our form of Written Notice by mail, email or fax. However, when accepting a request by a method not requiring an original signature, there is a greater possibility that unauthorized persons can manipulate your signature and make changes on your Policy (including withdrawals) without your knowledge.
- The applicable Surrender Charge is described in your Policy and the **FEE TABLE** section of this prospectus.
- We may defer surrender payments from the Fixed Account for up to six months from the date we receive your request.

PARTIAL WITHDRAWAL

While the Insured is alive, you may withdraw part of the Policy Value. The amount requested and any partial withdrawal charge will usually be deducted from the Policy Value on the date we receive your request if received before 3 p.m. Central Time. Such a reduction will impact the net Policy funding (the sum of all premiums paid, less any partial withdrawals and less any outstanding Policy Loan Balance) used to determine if the Guaranteed Death Benefit remains in effect.

If *death benefit Option A* is in effect, then the current Specified Amount of insurance coverage as well as Policy Value will be reduced by the amount of any partial withdrawal.

If d*eath benefit Option B* is in effect, the Policy Value will be reduced by the amount of the partial surrender, but the Specified Amount of insurance coverage will not change.

Partial Withdrawal Rules

- We will accept a partial withdrawal request signed by you on our form of Written Notice by mail, email or fax.
- The applicable Partial Withdrawal Charge is described in your Policy and the **FEE TABLE** section of this prospectus.
- The *minimum* partial withdrawal amount is $500; the *maximum* is an amount such that remaining Cash Surrender Value is at least $1,000 or an amount sufficient to maintain the Policy in force for the next 12 months, and the Specified Amount of insurance coverage after the withdrawal must be at least:
  - for Insureds in the preferred rate class: $100,000.
  - for Insureds in all other rate classes: $50,000 in Policy Years 1 to 3, and $35,000 in the 4th and subsequent Policy Years.
- A partial withdrawal is irrevocable.
- For tax purposes, partial withdrawals are treated as made first from premiums paid and then from earnings, beginning with the most recent premium payment, unless the Policy is a modified endowment contract.
- Partial withdrawals will be deducted from your Policy Investment Options on a Pro-Rata basis, unless you instruct us otherwise. You may tell us how to allocate the partial withdrawal among the Investment Options, provided that the remaining Account Value in each Subaccount is not less than $100, if you do not tell us, we will deduct it Pro-Rata.
- Partial withdrawals result in cancellation of Accumulation Units from each applicable Subaccount.
- We reserve the right to defer withdrawal payments from the Fixed Account for up to six months from the date we receive your request.
- Partial withdrawals may change the Minimum Premium and Guaranteed Death Benefit Premium requirements. You may request a new illustration of Policy Values from us to demonstrate these changes.
- Depending upon the circumstances, a partial withdrawal may have tax consequences.

DELAY OF PAYMENTS OR TRANSFERS

We will usually pay any amounts from the Separate Account requested as a partial withdrawal or cash surrender within seven days after we receive your Written Notice. We can postpone such payments or any transfers out of a Subaccount if: (i) the NYSE is closed for other than customary weekend and holiday closings; (ii) trading on the NYSE is restricted; (iii) an emergency exists as determined by the SEC, as a result of which it is not reasonably practical to dispose of securities, or not reasonably practical to determine the value of the net assets of the Separate Account; or (iv) the SEC permits delay for the protection of security holders. The applicable rules of the SEC will govern as to whether the conditions in (iii) or (iv) exist.

We may defer payments of a full or partial surrender from the Fixed Account for up to six months from the date we receive your Written Notice requesting the surrender.

For information regarding your "Right To Examine" and "Free Look" periods, see "Free Look Rights" under the **PREMIUMS** section and "Free Look Provision" under **STATE VARIATIONS** under the **GENERAL DESCRIPTION OF THE POLICY** section**.**

POLICY LOANS

If you ask, your sales representative or we may be able to provide you with illustrations giving examples of how a Policy Loan might affect Policy Value, Cash Surrender Value and death benefit. Any Policy Loan transaction will permanently affect Policy Values. Surrender or lapse of a Policy while a Policy Loan is outstanding could result in significant tax consequences. See discussion at **TAX TREATMENT OF POLICY LOANS AND OTHER DISTRIBUTIONS**.

Amount You Can Borrow	Policy Loan Interest Rate
Standard Policy Loan. You may borrow not less than $200 and up to an amount equal to the Cash Surrender Value, minus guaranteed monthly deductions from Policy Value for the rest of the Policy Year, minus interest on Policy Loan including the requested Policy Loan to the next Policy Anniversary.	Standard Policy Loan. Current net annual Policy Loan interest rate of 2.0%: we charge a current interest rate with a 5.5% effective annual yield (guaranteed to not exceed 6.0%), but we also credit an interest rate with an effective annual yield of 3.5% to any amounts in the Loan Account.
Reduced Rate Policy Loan. Available after the 5th Policy Year. Amount eligible is limited to Policy earnings (Policy Value exceeding the amount of premiums paid minus any previous partial withdrawals, minus any outstanding Reduced Rate Policy Loan); but, cannot exceed the maximum available Policy Loan amount. Any Standard Policy Loan outstanding at the end of the 5th Policy Year will become a Reduced Rate Policy Loan up to the eligible amount from that point forward. Once a Policy Loan is categorized as a Reduced Rate Policy Loan, it will continue to be charged the reduced Policy Loan rate.	Reduced Rate Policy Loan. Current net annual Policy Loan interest rate of 0%: we charge a current interest rate with a 3.5% effective annual yield (guaranteed to not exceed 4.0%), but we also credit an interest rate with an effective annual yield of 3.5% to any amounts in the Loan Account.

Policy Loan Rules

- The Policy must be assigned to us as sole security for the Policy Loan.
- We will accept a Policy Loan request signed by you on our form of Written Notice by mail, email or fax.
- We will transfer all Policy Loan amounts from the Subaccounts and the Fixed Account to a Loan Account. The amounts will be transferred on a Pro-Rata basis, unless you instruct us otherwise. If the value of an Investment Option after a transfer pursuant to your instructions is less than $100, the amounts will be transferred on a Pro-Rata basis.
- Policy Loan interest is due on each Policy Anniversary. If the interest is not paid when due, we will transfer an amount equal to the unpaid Policy Loan interest from only Policy Investment Options you designate; if that is not possible (due to insufficient value in an Investment Option you elect) or you have not provided such instructions, we will deduct Policy Loan interest on a Pro-Rata basis from balances in all Subaccounts and the Fixed Account.
- If Policy Loan Balance exceeds Policy Value minus the Surrender Charge minus accrued expenses and charges, you must pay the excess or your Policy will lapse.
- All or part of a Policy Loan may be repaid at any time while the Policy is in force. We will deduct the amount of the Policy Loan repayment from the Loan Account and allocate that amount among the Subaccounts and the Fixed Account in the same percentages as net premium is allocated on the date of repayment. We will treat any amounts you pay us as a premium unless you specify that it is a Policy Loan repayment.
- The death benefit will be reduced by the amount of any Policy Loan outstanding and unpaid Policy Loan interest on the date of the Insured's death.
- We may defer making a Policy Loan for up to six months unless the Policy Loan is to pay premiums to us.

A Policy Loan Balance, whether or not repaid, will affect the Cash Surrender Value of your Policy over time. We will transfer all Policy Loan amounts from the Subaccounts and the Fixed Account to a Loan Account. The Loan Account does not participate in the investment experience of the Investment Options or receive any higher current interest rate credited to the Fixed Account.

LAPSE AND REINSTATEMENT

GUARANTEED AGAINST LAPSE – FIRST FIVE POLICY YEARS

We guarantee the Policy will not lapse during its first five Policy Years so long as the Minimum Premium, less partial withdrawals and outstanding Policy Loan and Policy Loan interest, is paid, even if the Cash Surrender Value is not enough to pay Policy charges due. This feature may be modified or not available in all states.

If the optional Guaranteed Death Benefit is elected, we further guarantee the Policy will not lapse during the Guaranteed Death Benefit Period. See **OPTIONAL BENEFITS UNDER THE POLICY**.

LAPSE AND GRACE PERIOD

Lapse

Because Policy Value can fluctuate depending upon the performance of your selected variable Investment Options, your Policy can lapse, even if you pay all Planned Periodic Premiums on time.

Lapse of the Policy may result in adverse tax consequences.
See discussion at TAX TREATMENT OF POLICY LOANS AND OTHER DISTRIBUTIONS.

This Policy will lapse with no value when the Policy's Cash Surrender Value is not enough to cover any due but unpaid charges. However, this Policy will not lapse for a guaranteed period if the Guaranteed Death Benefit is in effect. This Policy also will not lapse during a grace period as long as sufficient premium is paid by the end of the grace period to prevent lapse.

Grace Period

If your Policy lapses, we allow you a 61-day grace period to make a premium payment in order to continue the Policy. The grace period begins on the date we mail a notice of the premium necessary to keep this Policy in force. We will mail this notice to you at your current address on record with us and to any assignee on record. Insurance coverage continues during the grace period, but the Policy has no value for purposes of Policy Loans, surrenders or transfers. If sufficient premium is not paid by the end of the grace period, the Policy will terminate without value as of the first day of the grace period. If the last Insured dies during the grace period, we will deduct outstanding Policy Loan Balance and Policy charges due but not paid from the death benefit proceeds payable.

REINSTATEMENT

If the Policy lapses because a grace period ended without a sufficient payment being made, you may reinstate it within three years of the date of lapse. To reinstate, we must receive:

- Written application signed by you and the Insureds;
- Evidence of the Insured's insurability satisfactory to us, and the insurability of any Insured covered under an optional benefit rider;
- Premium at least equal to the greater of:
  - An amount sufficient to bring the Cash Surrender Value after the first Monthly Deduction to an amount greater than zero; or
  - Three times the current Policy Month's monthly deductions.
- Repayment of any outstanding Policy Loan Balance.

The effective date of reinstatement will be the Policy Month date on or next following the date the reinstatement is approved.

The Specified Amount of the reinstated Policy may not exceed the Specified Amount at the time of lapse. The Policy Value on the effective date of reinstatement will equal the Policy Value as of the date of lapse. The surrender charge at reinstatement, if any, will be based on the current Policy Year as if the Policy had never terminated.

The Policy cannot be reinstated once it has been fully surrendered.

TAXES

The following is only general information about federal tax law and is not intended as tax advice to any individual. Tax laws affecting the Policy are complex, may change and are affected by your facts and circumstances. We cannot guarantee the tax treatment of the Policy or any transaction involving the Policy. You should consult your own tax adviser as to how these general rules and any applicable taxes will apply to you if you purchase a Policy.

Life Insurance Qualification; Tax Treatment of Death Benefit

The Internal Revenue Code, as amended (the "Code") defines a life insurance contract for federal income tax purposes. This definition can be met if an insurance contract satisfies either one of two tests set forth in that section. The Code and related regulations do not directly address the manner in which these tests should be applied to certain features of the Policy. Thus, there is some uncertainty about how those tests apply to the Policy.

Nevertheless, we believe the Policy qualifies as a life insurance contract for federal tax purposes, so that:

- you should not be considered in constructive receipt of the Cash Surrender Value, including any increases in Cash Surrender Value, unless and until it is distributed from the Policy and
- the death benefit generally should be fully excludable from the Beneficiary's gross income; however, special rules apply to employer owned life insurance or if the Policy is transferred for value, particularly in a reportable Policy sale. The death benefit of the life insurance owned by an employer is taxable unless the Insured is a certain class of employee and has been given notice and has consented to coverage on his life. Specific statutory requirements must be satisfied for the death benefit of employer owned life insurance to be excluded from taxable income.

We reserve the right to make such changes in the Policy as we deem necessary to assure it qualifies as a life insurance contract under the Code and continues to provide the tax benefits of such qualification.

Modified Endowment Contracts. The Code establishes a class of life insurance contracts designated as modified endowment contracts. Distributions from a modified endowment contract are taxed under different rules, most notably distributions are treated as from income first (to the extent of any gain in the contract) then from cost basis. There are other differences related to modified endowment contracts, such as Policy Loans being treated as a distribution (see Tax Treatment of Policy Loans and Other Distributions below). The Code rules governing whether a Policy will be treated as a modified endowment contract are extremely complex. In general, a Policy is a modified endowment contract if the accumulated premium payments made at any time during the first seven Policy Years exceed the sum of the net level premium payments which would have been paid on or before such time if the Policy provided for paid-up future benefits after the payment of seven level annual premiums. A Policy may also become a modified endowment contract because of a material change. The determination of whether a Policy is a modified endowment contract after a material change generally depends upon the relationship of the Policy's death benefit and Policy Value at the time of such change and the additional premium payments made in the seven years following the material change. A Policy may also become a modified endowment contract if the death benefit is reduced.

This Policy's flexibility and how you tailor it to meet your needs could cause it to be a modified endowment contract. We recommend you consult with a tax adviser to determine if desired Policy transactions may cause such treatment. When a premium payment is credited which we believe causes the Policy to become a modified endowment contract, we will notify you and offer you the opportunity to request a refund of that premium in order to avoid such treatment. You have 30 days after receiving such a notice to request the refund.

A Policy issued in exchange for a modified endowment contract is also treated as a modified endowment contract. However, we believe that a Policy issued in exchange for a life insurance Policy that is not a modified endowment contract will generally not be treated as a modified endowment contract if the death benefit of the Policy is greater than or equal to the death benefit of the Policy being exchanged. The payment of any premiums at the time of or after the exchange may, however, cause the Policy to become a modified endowment contract. You may, of course, choose to not make additional payments in order to prevent a Policy from being treated as a modified endowment contract.

Special Considerations for Corporations and Employers

Premium paid by a business for a life insurance Policy is not deductible as a business expense or otherwise if the business is directly or indirectly a Beneficiary of the Policy. For purposes of the alternative minimum tax ("AMT") that may be imposed on corporations, the death benefit from the Policy, even though excluded from gross income for normal tax purposes, is included in "adjusted current earnings" for AMT purposes. In addition, although increases to the Policy's Cash Surrender Value are generally excluded from gross income for normal income tax purposes, such increases are included in adjusted current earnings for income tax purposes. In 2006, Congress adopted new rules relating to Employer Owned Life Insurance. Any employer contemplating the purchase of a new life insurance contract or a change in an existing contract should consult a tax advisor regarding the Employee Notice and Consent requirements to avoid the income taxation of the life insurance death benefits.

Tax Treatment of Policy Loans and Other Distributions

Upon a surrender or lapse of the Policy, if the amount received plus any outstanding Policy Loan Balance exceeds the total cost basis in the Policy, the excess will generally be treated as ordinary income subject to tax, regardless of whether a Policy is or is not a modified endowment contract. However, the tax consequences of distributions from, and Policy Loans taken from or secured by, a Policy depend on whether the Policy is classified as a modified endowment contract.

"Cost Basis in the Policy" means:

- the total of any premium payments or other consideration paid for the Policy, *minus*
- any withdrawals previously recovered that were not taxable.

Distributions from Policies Classified as Modified Endowment Contracts are subject to the following tax rules:

- All distributions, including surrenders and partial withdrawals, are treated as ordinary income subject to tax up to the amount equal to the excess (if any) of the Policy Value immediately before the distribution over the cost basis in the Policy at such time.
- Policy Loans from or secured by the Policy are treated as distributions and taxed accordingly. If you do not repay Policy Loan interest, the Policy Loan interest itself is treated as a distribution.

- A 10% additional income tax is imposed on the portion of any distribution from, or Policy Loan taken from or secured by, the Policy that is included in income except where the distribution or Policy Loan is made on or after the Owner attains age 59½, is attributable to the Owner's becoming disabled, or is part of a series of substantially equal periodic payments for the life (or life expectancy) of the Owner or the joint lives (or joint life expectancies) of the Owner and the Owner's Beneficiary.

Distributions from Policies Not Classified as Modified Endowment Contracts are generally treated as first recovering the cost basis in the Policy and then, only after the return of all such cost basis in the Policy, as distributing taxable income. An exception to this general rule occurs in the case of a decrease in the Policy's death benefit or any other change that reduces benefits under the Policy in the first 15 years after the Policy is issued and that results in a cash distribution to the Owner in order for the Policy to continue complying with the Code's definition of life insurance. Such a cash distribution will be taxed in whole or in part as ordinary income (to the extent of any gain in the Policy).

Policy Loans from, or secured by, a Policy that is not a modified endowment contract are not treated as distributions. However, it is possible that reduced rate Policy Loans could be treated as distributions rather than Policy Loans.

Distributions (including upon surrender and partial withdrawals) and Policy Loans from, or secured by, a Policy that is not a modified endowment contract are not subject to the 10% additional income tax rule. If a Policy is not now but later becomes a modified endowment contract, then any distributions made from the Policy within two years prior to the change will become taxable pursuant to modified endowment contract rules.

Other Policy Owner Tax Matters

Depending on the circumstances, the exchange of a Policy, a change in the Policy's death benefit option, a Policy Loan, a partial or full surrender, a lapse, a change in ownership, or an assignment of the Policy may have federal income tax consequences. In addition, federal, state and local transfer and other tax consequences of ownership or receipt of distributions from a Policy depend on the circumstances of each Owner or Beneficiary.

Interest paid on Policy Loans generally is not tax deductible.

Aggregation of modified endowment contracts. Pre-death distributions (including a Policy Loan, partial surrender, collateral assignment or full surrender) from a Policy that is treated as a modified endowment contract may require a special aggregation to determine the amount of income recognized on the Policy. If we or any of our affiliates issue more than one modified endowment contract to the same Policy Owner within any 12-month period, then for purposes of measuring the income on the Policy with respect to a distribution from any of those Policies, the income for all those Policies will be aggregated and attributed to that distribution.

Federal and state estate, inheritance and other tax consequences of ownership or receipt of proceeds under the Policy depend upon your or the Beneficiary's individual circumstance.

Diversification requirements. Investments of the Separate Account must be "adequately diversified" for the Policy to qualify as a life insurance contract under the Code. Any failure to comply with diversification requirements could subject you to immediate taxation on the incremental increases in Policy Value plus the cost of insurance protection for the year. However, we believe the Policy complies fully with such requirements.

Owner control. The Treasury Department stated that it anticipates the issuance of regulations or rulings prescribing the circumstances in which your control of the investments of the Separate Account may cause you, rather than us, to be treated as the owner of the assets in the Separate Account. For variable life policies to qualify for tax deferral, assets in the separate accounts supporting the Policy must be considered owned by the insurance company and not by the Policy Owner. If you are considered the Owner of the assets of the Separate Account, income and gains from the Separate Account would be included in your gross income.

The application of the investor control doctrine is subject to some uncertainty. The ownership rights under the Policy are similar to, but different in certain respects from, those described by the IRS in rulings in which it determined that owners were not owners of separate account assets. For example, you have additional flexibility in allocating Policy premium and Policy Values. These differences could result in you being treated as the owner of a Pro-Rata share of the assets of the Separate Account. In addition, we do not know what standards will be set forth in future regulations or rulings which the Treasury may issue. We therefore reserve the right to modify the Policy as necessary to attempt to prevent you from being considered the Owner of the assets of the Separate Account.

Paid-Up Life Insurance Benefit Endorsement. Electing this benefit may have adverse tax consequences. The Internal Revenue Service has not ruled on the use of this endorsement. We strongly urge you to consult legal counsel and your personal tax adviser before electing this benefit.

Tax-advantaged arrangements. The Policy may be used in various arrangements, including non-qualified deferred compensation or salary continuance plans, split dollar insurance plans, executive bonus plans, tax exempt and nonexempt welfare benefit plans, retiree medical benefit plans and others. The tax consequences of such plans may vary depending on the particular facts and circumstances of each individual arrangement. If you are contemplating the use of the Policy in any arrangement the value of which depends in part on its tax consequences, you should be sure to consult a qualified tax advisor regarding the tax attributes of the particular arrangement and the suitability of this Policy for the arrangement.

LEGAL PROCEEDINGS

We and our subsidiaries, like other life insurance companies, are subject to regulatory and legal proceedings in the ordinary course of our business. Certain of the proceedings we are involved in assert claims for substantial amounts. While it is not possible to predict with certainty the ultimate outcome of any pending or future case, legal proceeding or regulatory action, we do not expect the ultimate result of any of these actions to result in a material adverse effect on the Separate Account, our ability to meet our obligations under the Policies, or AIC's ability to perform its obligations. Nonetheless, given the large or indeterminate amounts sought in certain of these matters, and the inherent unpredictability of litigation, it is possible that an adverse outcome in certain matters could from time to time have a material adverse effect on any or all of the above.

FINANCIAL STATEMENTS

Our financial statements are included in a Statement of Additional Information ("SAI"). For information on how to obtain copies of these financial statements, at no charge, see the **STATEMENT OF ADDITIONAL INFORMATION; REGISTRATION STATEMENT** provision on the last page of this prospectus.

DISTRIBUTION OF THE POLICY

We pay commissions for the sale of the Policies. Our Underwriter and affiliate, AIC enters into contracts with its own representatives to sell Policies and with various unaffiliated broker-dealers ("Distributors") to also distribute Policies through their own representatives. Because representatives of Distributors are also insurance agents for other Ameritas Life products, as well as for Ameritas Life Insurance Corp. of New York (collectively "Ameritas companies"), they may be eligible for various cash benefits, such as bonuses, insurance benefits and financing arrangements, and non-cash compensation programs that Ameritas companies offer. These programs may include conferences, seminars, meals, sporting events, theater performances, payment for travel, lodging and entertainment, prizes, and awards, subject to applicable regulatory requirements. Sales of the Policies may help representatives qualify for such benefits. Representatives may receive other payments from Ameritas companies for services that do not directly involve the sale of the Policies, including payments made for the recruitment and training of personnel, production of promotional literature, and similar services. In addition, the Distributor's representatives who meet certain Ameritas companies productivity, persistency and length of service standards may be eligible for additional compensation. These benefits, programs or payments do not result in any additional charges under the Policy other than those described in the prospectus **CHARGES** sections.

This policy is no longer available for sale.

APPENDIX A: PORTFOLIO COMPANIES AVAILABLE UNDER THE POLICY

The following is a list of Portfolio Companies available under the Policy. More information about the Portfolio Companies is available in the prospectuses for the Portfolio Companies, which may be amended from time to time and can be found online at ameritas.com/investments/fund-prospectuses. You can also request this information at no cost by calling 800-745-1112 or by sending an email request to alictd@ameritas.com.

The current expenses and performance information below reflects fees and expenses of the Portfolio Companies, but do not reflect the other fees and expenses that your Policy may charge. Expenses would be higher and performance would be lower if these other charges were included. Each Portfolio Company's past performance is not necessarily an indication of future performance.

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*	Current Expenses	Average Annual Total Returns as of 12/31/2025		
			1 year	5 year	10 year
Current income and long-term capital appreciation.	Alger Balanced Portfolio, Class I-2 *Fred Alger Management, LLC*	0.94%	16.15%	11.02%	10.41%
The fund seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-sized domestic companies in the aggregate, as represented by the Standard & Poor's MidCap 400® Index (S&P 400 Index). [1]	BNY Mellon MidCap Stock Portfolio, Service Shares *BNY Mellon Investment Adviser, Inc. / Newton Investment Management North America, LLC*	1.05%*	9.81%	9.39%	8.51%
Total return.	Calvert VP SRI Balanced Portfolio, Class I *Calvert Research and Management*	0.65%	11.48%	8.68%	9.81%
Investing to correspond with the returns of the MSCI EAFE Index.	CVT EAFE International Index Portfolio, Class I *Calvert Research and Management*	0.48%*	30.90%	8.53%	7.86%
Investing to correspond with the returns of the Bloomberg Barclays U.S. Aggregate Bond Index.	CVT Investment Grade Bond Index Portfolio, Class I *Calvert Research and Management / Ameritas Investment Partners, Inc.* [2]	0.32%*	6.90%	-0.44%	1.87%
Investing to correspond with the returns of the NASDAQ 100 Index.	CVT Nasdaq 100 Index Portfolio, Class I *Calvert Research and Management / Ameritas Investment Partners, Inc.* [2]	0.49%*	20.39%	14.73%	19.09%
Investing to correspond with the returns of the Russell 2000 Index.	CVT Russell 2000 Small Cap Index Portfolio, Class I *Calvert Research and Management / Ameritas Investment Partners, Inc.* [2]	0.40%*	12.45%	5.83%	9.32%
Investing to correspond with the returns of the S&P 500 Index. [1]	CVT S&P 500 Index Portfolio *Calvert Research and Management / Ameritas Investment Partners, Inc.* [2]	0.28%*	17.50%	14.09%	14.47%
Investing to correspond with the returns of the S&P MidCap 400 Index. [1]	CVT S&P MidCap 400 Index Portfolio, Class I *Calvert Research and Management / Ameritas Investment Partners, Inc.* [2]	0.33%*	7.14%	8.77%	10.37%
Income and growth.	CVT Volatility Managed Moderate Growth Portfolio, Class F *Calvert Research and Management / Ameritas Investment Partners, Inc.* [2] *and Parametric Portfolio Associates LLC*	0.91%*	8.51%	5.71%	6.37%
Current income.	CVT Volatility Managed Moderate Portfolio, Class F *Calvert Research and Management / Ameritas Investment Partners, Inc.* [2] *and Parametric Portfolio Associates LLC*	0.89%*	6.98%	4.02%	5.39%
Long-term capital growth.	DWS International Opportunities VIP, Class A *DWS Investment Management Americas, Inc.*	0.86%*	18.92%	3.13%	7.37%
Long-term capital appreciation.	DWS Small Mid Cap Value VIP, Class A *DWS Investment Management Americas, Inc.*	0.80%*	18.21%	9.66%	7.57%
Seeks to obtain high total return with reduced risk over the long term by allocating its assets among stocks, bonds, and short-term instruments.	Fidelity® VIP Asset Manager 50% Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.51%*	14.98%	5.67%	7.13%
Seeks to maximize total return by allocating its assets among stocks, bonds, short-term instruments, and other investments.	Fidelity® VIP Asset Manager 70% Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.62%*	18.29%	7.64%	8.87%
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund℠ Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.54%	21.52%	15.37%	15.78%

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*	Current Expenses	Average Annual Total Returns as of 12/31/2025		
			1 year	5 year	10 year
Seeks reasonable income. The fund will also consider the potential for capital appreciation. The fund's goal is to achieve a yield which exceeds the composite yield on the securities comprising the S&P 500® Index. [1]	Fidelity® VIP Equity-Income Portfolio[SM], Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.46%	19.02%	12.51%	11.60%
Seeks as high a level of current income as is consistent with preservation of capital and liquidity.	Fidelity® VIP Government Money Market Portfolio, Initial Class [3,4] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.25%	4.13%	3.10%	2.03%
Seeks to achieve capital appreciation.	Fidelity® VIP Growth Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.55%	14.92%	13.70%	17.45%
Seeks a high level of current income, while also considering growth of capital.	Fidelity® VIP High Income Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.81% [*, **]	10.36%	4.22%	5.59%
Seeks as high a level of current income as is consistent with the preservation of capital.	Fidelity® VIP Investment Grade Bond Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.37%	7.22%	0.06%	2.71%
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.55%	11.75%	10.10%	10.59%
Seeks long-term growth of capital.	Fidelity® VIP Overseas Portfolio, Initial Class [3] *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*	0.72%	20.39%	6.62%	7.93%
Seeks to maximize income while maintaining prospects for capital appreciation.	FTVIPT Franklin Income VIP Fund, Class 2 *Franklin Advisers, Inc.*	0.72%	12.56%	7.66%	7.30%
Seeks high current income, consistent with preservation of capital, with capital appreciation as secondary consideration.	FTVIPT Templeton Global Bond VIP Fund, Class 2 *Franklin Advisers, Inc.*	0.75%*	15.73%	-0.96%	-0.15%
Seeks capital appreciation.	Invesco V.I. Discovery Mid Cap Growth Fund, Series I *Invesco Advisers, Inc.*	0.86%	4.79%	3.90%	11.38%
Long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series I *Invesco Advisers, Inc.*	0.90%	16.50%	3.68%	6.22%
Seeks capital appreciation.	Invesco V.I. Global Fund, Series I *Invesco Advisers, Inc.*	0.81%	15.32%	7.28%	11.00%
Total return through growth of capital and current income.	Invesco V.I. Global Real Estate Fund, Series I *Invesco Advisers, Inc.*	1.02%	7.85%	1.73%	2.44%
Long-term capital growth. Income is a secondary objective.	LVIP American Century Mid Cap Value Fund, Standard Class II *Lincoln Financial Investments Corporation / American Century Investment Management, Inc.*	0.86%*	8.99%	8.89%	9.12%
Capital growth by investing in common stocks. Income is a secondary objective.	LVIP Avantis Large Cap Value Fund, Standard Class II (named LVIP American Century Disciplined Core Value Fund, Standard Class II prior to 5/01/26) *Lincoln Financial Investments Corporation / American Century Investment Management, Inc.*	0.71%*	14.86%	8.78%	10.39%
Seeks total return with an emphasis on high current income, but also considering capital appreciation.	MFS® Income Portfolio, Initial Class *Massachusetts Financial Services Company*	0.67%*	7.33%	0.66%	3.58%
Seeks capital appreciation.	MFS® New Discovery Series, Initial Class *Massachusetts Financial Services Company*	0.87%*	12.96%	-0.28%	10.74%
Seeks capital appreciation.	MFS® Research International Portfolio, Initial Class *Massachusetts Financial Services Company*	0.90%*	22.05%	5.51%	7.54%
Seeks total return.	MFS® Total Return Series, Initial Class *Massachusetts Financial Services Company*	0.61%*	11.16%	6.42%	7.63%
Seeks total return.	MFS® Utilities Series, Initial Class *Massachusetts Financial Services Company*	0.78%*	15.01%	7.64%	9.49%

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*	Current Expenses	Average Annual Total Returns as of 12/31/2025		
			1 year	5 year	10 year
Long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries.	Morgan Stanley VIF Emerging Markets Equity Portfolio, Class I *Morgan Stanley Investment Management Inc. /* *Morgan Stanley Investment Management Company*	1.25%*	32.96%	4.37%	7.27%
Total return.	Morgan Stanley VIF Global Strategist Portfolio, Class I *Morgan Stanley Investment Management Inc. /* *Morgan Stanley Investment Management Limited*	0.90%*	17.40%	5.31%	6.85%
Capital appreciation and some current income.	Morningstar Balanced ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*	0.84%	14.82%	6.61%	7.25%
Capital appreciation.	Morningstar Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*	0.82%	17.91%	8.82%	9.05%
Current income and capital appreciation.	Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*	0.84%*	11.70%	4.43%	5.46%
Seeks growth of capital.	Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I *Neuberger Berman Investment Advisers LLC*	0.85%*	11.56%	10.06%	7.75%
To seek to provide total return through a combination of capital appreciation and current income.	Nomura VIP Balanced Series, Service Class *Delaware Management Company /* *Macquarie Investment Management Global Limited*	1.03%*	11.79%	7.85%	8.38%
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Low Duration Portfolio, Administrative Class *Pacific Investment Management Company LLC*	0.66%	5.52%	1.57%	1.79%
Seeks maximum real return, consistent with preservation of real capital and prudent investment management.	PIMCO Real Return Portfolio, Advisor Class *Pacific Investment Management Company LLC*	1.49%	7.74%	1.11%	3.11%
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Total Return Portfolio, Administrative Class *Pacific Investment Management Company LLC*	0.73%	8.89%	0.02%	2.36%
Seeks to provide long-term capital growth. Income is a secondary objective.	T. Rowe Price Blue Chip Growth Portfolio-II *T. Rowe Price Associates, Inc.*	1.00%	18.43%	11.41%	15.25%
Long-term capital appreciation.	Third Avenue Value Portfolio *Third Avenue Management LLC*	1.31%*	34.85%	17.68%	9.66%

*	Current Expenses take into account expense reimbursement or fee waiver arrangements in place and reflect temporary fee reductions under such an arrangement.
**	Includes interest expense of certain underlying Fidelity® funds. Excluding interest expense of the applicable underlying Fidelity funds, total annual operating expenses after fee waiver and/or expense reimbursement are 0.67%.
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ILLUSTRATIONS

Illustrations are tools that can help demonstrate how the Policy operates, given the Policy's charges, Investment Options and any optional features selected, how you plan to accumulate or access Policy Value over time, and assumed rates of return. Illustrations may also be able to assist you in comparing the Policy's death benefits, Cash Surrender Values and Policy Values with those of other variable life insurance policies based upon the same or similar assumptions. You may ask your sales representative or us (at our toll-free telephone number) to provide an illustration, without charge, based upon your specific situation. You may annually request, without charge, an illustration from us. Currently there is no charge for additional illustrations. However, we reserve the right to charge the maximum fee of $50 for additional illustrations requested in the same Policy year.

STATEMENT OF ADDITIONAL INFORMATION; REGISTRATION STATEMENT

A Statement of Additional Information ("SAI") with the same date as this prospectus contains other information about the Separate Account, us, and the Policy. You may obtain a copy without charge, request other information about the Policy, and make investor inquiries by calling our toll-free telephone number 800-745-1112.

REPORTS TO YOU

We will send a statement to you at least annually showing your Policy's death benefit, Policy Value and any outstanding Policy Loan Balance. If your Policy activity is limited to scheduled periodic premiums automatically deducted from your bank or investment account or other systematic transfer programs, you will also receive a quarterly report, which will be confirmation of premium payments and regular monthly deductions. We will confirm any other premium payments, Policy Loans, Subaccount transfers, lapses, surrender, partial withdrawals, and other Policy transactions as they occur. You will receive such additional periodic reports as may be required by the SEC.

Also, reports and other information about the Separate Account are available on the SEC's website at sec.gov, and copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: publicinfo@sec.gov.

FINRA PUBLIC DISCLOSURE PROGRAM

FINRA provides investor protection education through its website and printed materials. The FINRA regulation website address is 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.

THANK YOU
for reviewing this prospectus. You should also review the fund prospectus for the portfolio underlying each Subaccount variable Investment Option you wish to select.

IF YOU HAVE QUESTIONS,
about the Policy described in this prospectus, or wish to request a Statement of Additional Information, contact your sales representative, email, write or telephone us at the following:

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Fax: 402-467-7335
Interfund Transfer Request Fax: 402-467-7923
Website: ameritas.com
Email: clientservices@ameritas.com

REMEMBER, THE CORRECT FORM is important for us to process your Policy elections and changes accurately. Many service forms can be found when you access your account through our website. Or, call us at our toll-free number and we will send you the form you need.

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Class /Contract # C000050473
File # 333-142494



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