ADVANTAGE VARIABLE ANNUITY III

PROSPECTUS
May 1, 2012

The Union Central Life Insurance Company

AN 1080 5/12

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated September 1, 2026

At a meeting held on March 4-5, 2026, of the Board of Trustees ("Board") of the Lincoln Variable Insurance Products Trust (the "Trust"), the Board approved an Agreement and Plan of Reorganization to merge LVIP American Century International Fund (the "Fund") with and into the LVIP MFS International Growth Fund (the "Acquiring Fund"), a series of the Trust (the "Reorganization").

The Reorganization is subject to certain conditions, including approval by shareholders of the Fund. A meeting of shareholders to consider the Reorganization is scheduled to be held on or about October 7, 2026, and the Fund's Reorganization is expected to be completed on or about October 9, 2026 ("Closing Date").

As of the Closing Date, the Acquiring Fund will be added as a variable investment option to your variable annuity or variable life insurance Policy. Unless you inform us otherwise, any instruction to purchase or exchange units in the Fund will be deemed to be an instruction to do so for the units in the Acquiring Fund. All such instructions that designate the Fund will be deemed to be an instruction for the Acquiring Fund. This includes, but is not limited to, instructions for purchase payments, partial withdrawals, and transfer instructions (including instructions under any automatic or systematic transfer option).

If your Policy remains allocated to the Fund at the time the reorganization occurs, those units will be replaced by units corresponding to the Acquiring Fund, and thereafter the value of your Policy will depend on the performance of the Acquiring Fund. The number of Acquiring Fund units you receive as a result of the reorganization will depend on the value of your units in the Fund at the time the reorganization occurs.

Prior to the Closing Date, you may change your allocation instructions and transfer any Policy value you currently have allocated to the Fund to one or more of the other variable investment option Subaccounts, or the Fixed Account, available under your Policy (the "Other Investment Options"). For sixty days following the Closing Date, you may transfer assets out of the Acquiring Fund. Any such transfer will not incur a transfer charge and will not count against the annual free transfer limit.

The following are available options to transfer your Policy Values or change your investment allocations:

• Call our Service Center.	800-745-1112, ext. 87593
• Access your Policy online.	ameritas.com/sign-in
• Email a signed approved form or letter of instruction to our Service Center.	alictd@ameritas.com
• Request an approved transfer form be sent to you.	Email alictd@ameritas.com; or call 800-745-1112, ext. 87593
• You may also contact your financial professional to assist you.	

As of the Closing Date, your prospectus is revised by adding the following information as a variable investment option:

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Seeks long-term capital appreciation.	LVIP MFS International Growth Fund, Standard Class *Lincoln Financial Investments Corporation /* *Massachusetts Financial Services Company*

Effective as of the Closing Date, your prospectus is revised by deleting all mention of the Fund.

To obtain a copy of any of the other underlying funds for the Other Investment Options available through your Policy, please call your financial professional, or our Service Center at 800-745-1112. You may also visit our website ameritas.com/investments/fund-prospectuses.

Please also see the fund prospectus for more information about the Acquiring Fund, including portfolio operating expenses for the year ended December 31, 2025.

All other provisions 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.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2026

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.

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Long-term capital appreciation.	Alger Capital Appreciation Portfolio, Class I-2 *Fred Alger Management, LLC*
Long-term capital appreciation.	Alger Mid Cap Growth Portfolio, Class I-2 *Fred Alger Management, LLC*
Total return.	Calvert VP SRI Balanced Portfolio, Class I *Calvert Research and Management*
Long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund, Class 2 *Columbia Management Investment Advisers, LLC*
Long-term capital appreciation.	Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2 *Columbia Management Investment Advisers, LLC*
Investing to correspond with the returns of the MSCI EAFE Index.	CVT EAFE International Index Portfolio, Class I *Calvert Research and Management*
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.* [1]
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.* [1]
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.* [1]
Investing to correspond with the returns of the S&P 500 Index. [2]	CVT S&P 500 Index Portfolio *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the S&P MidCap 400 Index. [2]	CVT S&P MidCap 400 Index Portfolio, Class I *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Income and growth.	CVT Volatility Managed Moderate Growth Portfolio, Class F *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1] *and Parametric Portfolio Associates LLC*
Current income.	CVT Volatility Managed Moderate Portfolio, Class F *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1] *and Parametric Portfolio Associates LLC*
Long-term growth of capital.	DWS Capital Growth VIP, Class A *DWS Investment Management Americas, Inc.*
Maximum current income to the extent consistent with stability of principal.	DWS Government Money Market VIP, Class A [3] *DWS Investment Management Americas, Inc.*
Long-term capital growth.	DWS International Opportunities VIP, Class A *DWS Investment Management Americas, Inc.*
Long-term capital appreciation.	DWS Small Mid Cap Value VIP, Class A *DWS Investment Management Americas, Inc.*
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund℠ Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
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. [2]	Fidelity® VIP Equity-Income Portfolio℠ [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Seeks a high level of current income, while also considering growth of capital.	Fidelity® VIP High Income Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks as high a level of current income as is consistent with the preservation of capital.	Fidelity® VIP Investment Grade Bond Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks to maximize income while maintaining prospects for capital appreciation.	FTVIPT Franklin Income VIP Fund, Class 2 *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Foreign VIP Fund, Class 2 *Templeton Investment Counsel, LLC*
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.*
Seeks long-term capital growth.	FTVIPT Templeton Growth VIP Fund, Class 2 *Templeton Global Advisors Limited*
Seeks capital growth.	Invesco V.I. American Franchise Fund, Series I *Invesco Advisers, Inc.*
Long-term capital appreciation.	Invesco V.I. American Value Fund, Series I *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Discovery Large Cap Fund, Series I *Invesco Advisers, Inc.*
Both capital appreciation and current income.	Invesco V.I. Equity and Income Fund, Series I *Invesco Advisers, Inc.*
Long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series I *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Global Fund, Series I *Invesco Advisers, Inc.*
Total return through growth of capital and current income.	Invesco V.I. Global Real Estate Fund, Series I *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Main Street Fund®, Series I *Invesco Advisers, Inc.*
Capital growth.	LVIP American Century International Fund, Standard Class II *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
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.*
Long-term capital growth. Income is a secondary objective.	LVIP American Century Value Fund, Standard Class II *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
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.*
Seeks total return with an emphasis on high current income, but also considering capital appreciation.	MFS® High Yield Portfolio, Initial Class *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® New Discovery Series, Initial Class *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® Research International Portfolio, Initial Class *Massachusetts Financial Services Company*
Seeks total return.	MFS® Total Return Series, Initial Class *Massachusetts Financial Services Company*
Seeks total return.	MFS® Utilities Series, Initial Class *Massachusetts Financial Services Company*
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*
Capital appreciation and some current income.	Morningstar Balanced ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Capital appreciation.	Morningstar Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Current income and capital appreciation.	Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Seeks growth of capital.	Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I *Neuberger Berman Investment Advisers LLC*
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*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Low Duration Portfolio, Administrative Class *Pacific Investment Management Company LLC*
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*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Total Return Portfolio, Administrative Class *Pacific Investment Management Company LLC*
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.*
Long-term capital appreciation.	Third Avenue Value Portfolio *Third Avenue Management LLC*

1	Ameritas Investment Partners, Inc. is an affiliate of Ameritas Life.
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3	You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.
4	FIDELITY, Contrafund and Equity-Income are registered service marks of FMR LLC. Used with permission.
5	The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

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

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!,
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!, Direction Variable Annuity
and Ameritas Performance II VUL
Prospectuses Dated May 1, 2025

Supplement Dated December 10, 2025

Effective November 5, 2025, Invesco Asset Management Limited will no longer serve as sub-adviser for Invesco V.I. Global Real Estate Fund (the "Fund").

Therefore, effective November 5, 2025, all references to Invesco Asset Management Limited are removed and it will no longer be listed as a sub-adviser 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 previously 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.

Ameritas Life Insurance Corp.
("Ameritas Life")

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

Advantage VA III
Prospectus Dated May 1, 2012

Overture Medley®
Prospectus Dated May 1, 2016

Supplement Dated November 6, 2025

On April 21, 2025, Macquarie Group Limited, the parent company of Delaware Management Company ("DMC"), a series of Macquarie Investment Management Business Trust ("MIMBT"), together with certain of its affiliates, and Nomura Holding America Inc. ("Nomura"), announced that they had entered into an agreement for Nomura to acquire Macquarie Asset Management's US and European public investments business. As announced on October 23, 2025, the closing of this transaction is anticipated on or about December 1, 2025 ("Closing Date"), subject to legal and regulatory approvals, client consents, and customary closing conditions. The Closing Date is subject to change.

On June 18, 2025, the Board of Trustees approved the name change, investment advisory agreement, and sub-advisor changes for Macquarie VIP Balanced Series, Service Class (the "Fund") to be effective on the Closing Date. The closing will result in the automatic termination of the Fund's investment advisory agreement and applicable sub-advisory agreements.

At the joint special shareholder meeting held on September 10, 2025, shareholders of the Fund approved the proposal to approve a new investment advisory agreement for the Fund. Effective on the Closing Date, DMC will remain the advisor and the sub-advisors listed below will be removed. In addition, Macquarie Investment Management Global Limited will become an unaffiliated sub-advisor.

- Macquarie Investment Management Austria Kapitalanlage AG
- Macquarie Investment Management Europe Limited

Effective on the Closing Date, the name of the investment option and the sub-advisor(s) are updated in your prospectus as follows:

CURRENT INFORMATION	UPDATED INFORMATION
Macquarie VIP Balanced Series, Service Class *Delaware Management Company /* *Macquarie Investment Management Global Limited, Macquarie Investment Management Austria Kapitalanlage AG, and Macquarie Investment Management Europe Limited*	**Nomura VIP Balanced Series, Service Class** *Delaware Management Company /* *Macquarie Investment Management Global Limited*

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.

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2025

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.

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Long-term capital appreciation.	Alger Capital Appreciation Portfolio, Class I-2 *Fred Alger Management, LLC*
Long-term capital appreciation.	Alger Mid Cap Growth Portfolio, Class I-2 *Fred Alger Management, LLC*
Total return.	Calvert VP SRI Balanced Portfolio, Class I *Calvert Research and Management*
Investing to correspond with the returns of the MSCI EAFE Index.	CVT EAFE International Index Portfolio, Class I *Calvert Research and Management*
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.* [1]
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.* [1]
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.* [1]
Investing to correspond with the returns of the S&P 500 Index. [2]	CVT S&P 500 Index Portfolio *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the S&P MidCap 400 Index. [2]	CVT S&P MidCap 400 Index Portfolio, Class I *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Income and growth.	CVT Volatility Managed Moderate Growth Portfolio, Class F *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1] *and Parametric Portfolio Associates LLC*
Current income.	CVT Volatility Managed Moderate Portfolio, Class F *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1] *and Parametric Portfolio Associates LLC*
Long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund, Class 2 *Columbia Management Investment Advisers, LLC*
Long-term capital appreciation.	Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2 *Columbia Management Investment Advisers, LLC*
Long-term growth of capital.	DWS Capital Growth VIP, Class A *DWS Investment Management Americas, Inc.*
Maximum current income to the extent consistent with stability of principal.	DWS Government Money Market VIP, Class A [3] *DWS Investment Management Americas, Inc.*
Long-term capital growth.	DWS International Opportunities VIP, Class A (named DWS International Growth VIP, Class A prior to 5/1/25) *DWS Investment Management Americas, Inc.*
Long-term capital appreciation.	DWS Small Mid Cap Value VIP, Class A *DWS Investment Management Americas, Inc.*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund℠ Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
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. [2]	Fidelity® VIP Equity-Income Portfolio℠ [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks a high level of current income, while also considering growth of capital.	Fidelity® VIP High Income Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks as high a level of current income as is consistent with the preservation of capital.	Fidelity® VIP Investment Grade Bond Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks to maximize income while maintaining prospects for capital appreciation.	FTVIPT Franklin Income VIP Fund, Class 2 *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Foreign VIP Fund, Class 2 *Templeton Investment Counsel, LLC*
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.*
Seeks long-term capital growth.	FTVIPT Templeton Growth VIP Fund, Class 2 *Templeton Global Advisors Limited /* *Templeton Asset Management Ltd.*
Seeks capital growth.	Invesco V.I. American Franchise Fund, Series I *Invesco Advisers, Inc.*
Long-term capital appreciation.	Invesco V.I. American Value Fund, Series I *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Discovery Large Cap Fund, Series I (named Invesco V.I. Capital Appreciation Fund, Series I prior to 4/30/25) *Invesco Advisers, Inc.*
Both capital appreciation and current income.	Invesco V.I. Equity and Income Fund, Series I *Invesco Advisers, Inc.*
Long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series I *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Global Fund, Series I *Invesco Advisers, Inc.*
Total return through growth of capital and current income.	Invesco V.I. Global Real Estate Fund, Series I *Invesco Advisers, Inc. /* *Invesco Asset Management Limited*
Seeks capital appreciation.	Invesco V.I. Main Street Fund®, Series I *Invesco Advisers, Inc.*
Capital growth by investing in common stocks. Income is a secondary objective.	LVIP American Century Disciplined Core Value Fund, Standard Class II *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
Capital growth.	LVIP American Century International Fund, Standard Class II *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
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.*
Long-term capital growth. Income is a secondary objective.	LVIP American Century Value Fund, Standard Class II *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
To seek to provide total return through a combination of capital appreciation and current income.	Macquarie VIP Balanced Series, Service Class *Delaware Management Company /* *Macquarie Investment Management Global Limited, Macquarie Investment Management Austria Kapitalanlage AG, and Macquarie Investment Management Europe Limited*
Seeks total return with an emphasis on high current income, but also considering capital appreciation.	MFS® High Yield Portfolio, Initial Class *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® New Discovery Series, Initial Class *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® Research International Portfolio, Initial Class *Massachusetts Financial Services Company*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Seeks total return.	MFS® Total Return Series, Initial Class *Massachusetts Financial Services Company*
Seeks total return.	MFS® Utilities Series, Initial Class *Massachusetts Financial Services Company*
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*
Capital appreciation and some current income.	Morningstar Balanced ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Capital appreciation.	Morningstar Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Current income and capital appreciation.	Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Seeks growth of capital.	Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I *Neuberger Berman Investment Advisers LLC*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Low Duration Portfolio, Administrative Class *Pacific Investment Management Company LLC*
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*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Total Return Portfolio, Administrative Class *Pacific Investment Management Company LLC*
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.*
Long-term capital appreciation.	Third Avenue Value Portfolio *Third Avenue Management LLC*

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3	You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.
4	FIDELITY, Contrafund and Equity-Income are registered service marks of FMR LLC. Used with permission.
5	The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account

Supplement to:

Excel Choice and Executive Edge
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

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

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated November 15, 2024

The Board of Directors of Morgan Stanley Variable Insurance Fund, Inc. approved a Plan of Liquidation with respect to the U.S. Real Estate Portfolio (the "Portfolio"). The Portfolio will suspend the offering of its shares to all investors at the close of business on or about December 4, 2024. Therefore, the Portfolio will be closed to all purchases and transfers-in at the close of business on or about December 4, 2024. Further, on or about December 5, 2024, is the last day for withdrawals and transfers-out of the Portfolio. The liquidation is expected to occur on or about December 6, 2024 (the "Liquidation Date").

Effective as of the close of business on the Liquidation Date, the Subaccount that invests in the Portfolio will no longer be available as an investment option under your Policy.

Prior to the Liquidation Date, you may change your allocation instructions and transfer any Policy value you currently have allocated to the Portfolio to one or more of the other variable investment option Subaccounts, or the Fixed Account, available under your Policy (the “Other Investment Options”).

If you have Policy value allocated to the Portfolio as of the Liquidation Date, such Policy value will automatically be transferred to the DWS Government Money Market VIP, Class A Subaccount (the "Money Market"). This includes money that is allocated through systematic transfer programs such as dollar cost averaging, portfolio rebalancing, or earnings sweep. Following the transfer, you will receive a confirmation statement showing that the transfer has occurred, and the amount transferred.

The Portfolio is an investment option in the static models in the Asset Allocation Program or one of the static Program Models with a Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (“Program GLWB Model”) (collectively the “Model(s)”). The Model(s) may no longer align with the original investment objective due to the Portfolio liquidation and subsequent inclusion of the Money Market in the Model(s), the effects of underlying portfolio performance, and changes in underlying portfolio investment objectives. Therefore, your investment may no longer be consistent with your objectives. You should consult with your financial professional about how to keep your allocations in line with your current investment goals and risk tolerance. You are responsible for determining what is best for you. Your financial professional can help you make this determination.

If you do not provide new allocation instructions prior to the Liquidation Date, any allocation instructions for future premiums directed to the Portfolio will automatically be changed to the Money Market as of the Liquidation Date.

For 60 days following the Liquidation Date, you may transfer any values that were transferred to the Money Market on the Liquidation Date to any of the Other Investment Options, free of charge. **Refer to your prospectus for additional information and limitations regarding the Asset Allocation Program and the GLWB Rider.** Transfers made due to the Portfolio's liquidation during this 60-day period will not count toward the number of total transfers or free transfers permitted during a Policy year.

You can transfer your Policy values or change your investment allocations by submitting your written, electronic, or telephone instructions to our Trade Desk, via email to alictd@ameritas.com or by calling 800-745-1112, ext. 87593.

To obtain a copy of the prospectus for the Money Market or any of the other underlying funds for the Other Investment Options available through your Policy, please call your financial professional, or our Service Center at 800-745-1112. You may also visit our website ameritas.com/investments/fund-prospectuses.

Effective as of the Liquidation Date, all references to the Portfolio are deleted from your prospectus.

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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2024

Due to a name change, effective May 1, 2024, all references to Calvert Variable Products, Inc. in your prospectus will now be referred to as Calvert Variable Trust, Inc.

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.

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Long-term capital appreciation.	Alger Capital Appreciation Portfolio, Class I-2 *Fred Alger Management, LLC*
Long-term capital appreciation.	Alger Mid Cap Growth Portfolio, Class I-2 *Fred Alger Management, LLC*
Total return.	Calvert VP SRI Balanced Portfolio, Class I *Calvert Research and Management*
Investing to correspond with the returns of the MSCI EAFE Index.	CVT EAFE International Index Portfolio, Class I (named Calvert VP EAFE International Index Portfolio, Class I prior to 5/1/24) *Calvert Research and Management*
Investing to correspond with the returns of the Bloomberg Barclays U.S. Aggregate Bond Index.	CVT Investment Grade Bond Index Portfolio, Class I (named Calvert VP Investment Grade Bond Index Portfolio, Class I prior to 5/1/24) *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the NASDAQ 100 Index.	CVT Nasdaq 100 Index Portfolio, Class I (named Calvert VP Nasdaq 100 Index Portfolio, Class I prior to 5/1/24) *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the Russell 2000 Index.	CVT Russell 2000 Small Cap Index Portfolio, Class I (named Calvert VP Russell 2000 Small Cap Index Portfolio, Class I prior to 5/1/24) *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the S&P 500 Index. [2]	CVT S&P 500 Index Portfolio (named Calvert VP S&P 500 Index Portfolio prior to 5/1/24) *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the S&P MidCap 400 Index. [2]	CVT S&P MidCap 400 Index Portfolio, Class I (named Calvert VP S&P MidCap 400 Index Portfolio, Class I prior to 5/1/24) *Calvert Research and Management /* *Ameritas Investment Partners, Inc.* [1]

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Income and growth.	CVT Volatility Managed Moderate Growth Portfolio, Class F (named Calvert VP Volatility Managed Moderate Growth Portfolio, Class F prior to 5/1/24) *Calvert Research and Management /* *Ameritas Investment Partners, Inc. [1] and Parametric Portfolio Associates LLC*
Current income.	CVT Volatility Managed Moderate Portfolio, Class F (named Calvert VP Volatility Managed Moderate Portfolio, Class F prior to 5/1/24) *Calvert Research and Management /* *Ameritas Investment Partners, Inc. [1] and Parametric Portfolio Associates LLC*
Long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund, Class 2 *Columbia Management Investment Advisers, LLC*
Long-term capital appreciation.	Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2 *Columbia Management Investment Advisers, LLC*
Long-term growth of capital.	DWS Capital Growth VIP, Class A *DWS Investment Management Americas, Inc.*
Maximum current income to the extent consistent with stability of principal.	DWS Government Money Market VIP, Class A [3] *DWS Investment Management Americas, Inc.*
Long-term capital growth.	DWS International Growth VIP, Class A *DWS Investment Management Americas, Inc.*
Long-term capital appreciation.	DWS Small Mid Cap Value VIP, Class A *DWS Investment Management Americas, Inc.*
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund℠ Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
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. [2]	Fidelity® VIP Equity-Income Portfolio℠ [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks a high level of current income, while also considering growth of capital.	Fidelity® VIP High Income Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks as high a level of current income as is consistent with the preservation of capital.	Fidelity® VIP Investment Grade Bond Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio [4,5] *Fidelity Management & Research Company LLC /* *Other investment advisers serve as sub-advisers for the fund.*
Seeks to maximize income while maintaining prospects for capital appreciation.	FTVIPT Franklin Income VIP Fund, Class 2 *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Foreign VIP Fund, Class 2 *Templeton Investment Counsel, LLC*
Seeks high current income, consistent with preservation of capital, with capital appreciation as secondary.	FTVIPT Templeton Global Bond VIP Fund, Class 2 *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Growth VIP Fund, Class 2 *Templeton Global Advisors Limited /* *Templeton Asset Management Ltd.*
Seeks capital growth.	Invesco V.I. American Franchise Fund, Series I *Invesco Advisers, Inc.*
Long-term capital appreciation.	Invesco V.I. American Value Fund, Series I *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Capital Appreciation Fund, Series I *Invesco Advisers, Inc.*
Both capital appreciation and current income.	Invesco V.I. Equity and Income Fund, Series I *Invesco Advisers, Inc.*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series I *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Global Fund, Series I *Invesco Advisers, Inc.*
Total return through growth of capital and current income.	Invesco V.I. Global Real Estate Fund, Series I *Invesco Advisers, Inc. /* *Invesco Asset Management Limited*
Seeks capital appreciation.	Invesco V.I. Main Street Fund®, Series I *Invesco Advisers, Inc.*
Capital growth by investing in common stocks. Income is a secondary objective.	LVIP American Century Disciplined Core Value Fund, Standard Class II (American Century VP Disciplined Core Value Fund, Class I prior to reorganization 4/26/24) *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
Capital growth.	LVIP American Century International Fund, Standard Class II (American Century VP International Fund, Class I prior to reorganization 4/26/24) *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
Long-term capital growth. Income is a secondary objective.	LVIP American Century Mid Cap Value Fund, Standard Class II (named American Century VP Mid Cap Value Fund, Class I prior to reorganization 4/26/24) *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
Long-term capital growth. Income is a secondary objective.	LVIP American Century Value Fund, Standard Class II (American Century VP Value Fund, Class I prior to reorganization 4/26/24) *Lincoln Financial Investments Corporation /* *American Century Investment Management, Inc.*
To seek to provide total return through a combination of capital appreciation and current income.	Macquarie VIP Balanced Series, Service Class (named Delaware Ivy VIP Balanced, Class II prior to 5/1/24) *Delaware Management Company /* *Macquarie Investment Management Global Limited, Macquarie Investment Management Austria Kapitalanlage AG, and Macquarie Investment Management Europe Limited*
Seeks total return with an emphasis on high current income, but also considering capital appreciation.	MFS® High Yield Portfolio, Initial Class *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® New Discovery Series, Initial Class *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® Research International Portfolio, Initial Class *Massachusetts Financial Services Company*
Seeks total return.	MFS® Total Return Series, Initial Class *Massachusetts Financial Services Company*
Seeks total return.	MFS® Utilities Series, Initial Class *Massachusetts Financial Services Company*
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*
Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.	Morgan Stanley VIF U.S. Real Estate Portfolio, Class I *Morgan Stanley Investment Management Inc.*
Capital appreciation and some current income.	Morningstar Balanced ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Capital appreciation.	Morningstar Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*
Current income and capital appreciation.	Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II *ALPS Advisors, Inc. /* *Morningstar Investment Management LLC*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Seeks growth of capital.	Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I *Neuberger Berman Investment Advisers LLC*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Low Duration Portfolio, Administrative Class *Pacific Investment Management Company LLC*
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*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Total Return Portfolio, Administrative Class *Pacific Investment Management Company LLC*
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.*
Long-term capital appreciation.	Third Avenue Value Portfolio *Third Avenue Management LLC*

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3	You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.
4	FIDELITY, Contrafund and Equity-Income are registered service marks of FMR LLC. Used with permission.
5	The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account

Supplement to:

Excel Choice and Executive Edge
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

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

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 18, 2023

On April 10, 2023, the Board of Directors of Morgan Stanley Variable Insurance Fund, Inc. approved a Plan of Liquidation with respect to the Core Plus Fixed Income Portfolio (the "Portfolio"). The Portfolio will suspend the offering of its shares to all investors at the close of business on or about July 26, 2023. Therefore, the Portfolio will be closed to all purchases and transfers-in at the close of business on or about July 26, 2023. Further, on or about July 27, 2023, is the last day for withdrawals and transfers-out of the Portfolio. The liquidation is expected to occur on or about July 28, 2023 (the "Liquidation Date").

Effective as of the close of business on the Liquidation Date, the Subaccount that invests in the Portfolio will no longer be available as an investment option under your Policy.

Prior to the Liquidation Date, you may change your allocation instructions and transfer any Policy value you currently have allocated to the Portfolio to one or more of the other variable investment option Subaccounts, or the Fixed Account, available under your Policy (the “Other Investment Options”).

If you have Policy value allocated to the Portfolio as of the Liquidation Date, such Policy value will automatically be transferred to the DWS Government Money Market VIP, Class A Subaccount (the "Money Market"). This includes money that is allocated through systematic transfer programs such as dollar cost averaging, portfolio rebalancing, or earnings sweep.

If you do not provide new allocation instructions prior to the Liquidation Date, any allocation instructions for future premiums directed to the Portfolio will automatically be changed to the Money Market as of the Liquidation Date.

For 60 days following the Liquidation Date, you may transfer any values that were transferred to the Money Market on the Liquidation Date to any of the Other Investment Options, free of charge. Transfers made due to the Portfolio's liquidation during this 60-day period will not count toward the number of total transfers or free transfers permitted during a Policy year.

You can transfer your Policy values or change your investment allocations by submitting your written, electronic, or telephone instructions to our Trade Desk, via email to alictd@ameritas.com or by calling 800-745-1112, ext. 87593.

To obtain a copy of the prospectus for the Money Market or any of the other underlying funds for the Other Investment Options available through your Policy, please call your financial professional, or our Service Center at 800-745-1112. You may also visit our website ameritas.com/investments/fund-prospectuses.

Effective as of the Liquidation Date, all references to the Portfolio are deleted from your prospectus.

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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Account and Carillon Life Account

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2023

Subaccount underlying portfolios available as variable investment options for your Policy are:

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Long-term capital appreciation.	Alger Capital Appreciation Portfolio, Class I-2, *Fred Alger Management, LLC*
Long-term capital appreciation.	Alger Mid Cap Growth Portfolio, Class I-2, *Fred Alger Management, LLC*
Capital growth by investing in common stocks. Income is a secondary objective.	American Century VP Disciplined Core Value Fund, Class I, *American Century Investment Management, Inc.*
Capital growth.	American Century VP International Fund, Class I, *American Century Investment Management, Inc.*
Long-term capital growth. Income is a secondary objective.	American Century VP Mid Cap Value Fund, Class I, *American Century Investment Management, Inc.*
Long-term capital growth. Income is a secondary objective.	American Century VP Value Fund, Class I, *American Century Investment Management, Inc.*
Investing to correspond with the returns of the MSCI EAFE Index.	Calvert VP EAFE International Index Portfolio, Class I, *Calvert Research and Management*
Investing to correspond with the returns of the Bloomberg Barclays U.S. Aggregate Bond Index.	Calvert VP Investment Grade Bond Index Portfolio, Class I, *Calvert Research and Management / Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the NASDAQ 100 Index.	Calvert VP Nasdaq 100 Index Portfolio, Class I, *Calvert Research and Management / Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the Russell 2000 Index.	Calvert VP Russell 2000 Small Cap Index Portfolio, Class I, *Calvert Research and Management / Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the S&P 500 Index. [2]	Calvert VP S&P 500 Index Portfolio, *Calvert Research and Management / Ameritas Investment Partners, Inc.* [1]
Investing to correspond with the returns of the S&P MidCap 400 Index. [2]	Calvert VP S&P MidCap 400 Index Portfolio, Class I, *Calvert Research and Management / Ameritas Investment Partners, Inc.* [1]
Total return.	Calvert VP SRI Balanced Portfolio, Class I, *Calvert Research and Management*
Income and growth.	Calvert VP Volatility Managed Moderate Growth Portfolio, Class F, *Calvert Research and Management / Ameritas Investment Partners, Inc.* [1] *and Parametric Portfolio Associates LLC*
Current income.	Calvert VP Volatility Managed Moderate Portfolio, Class F, *Calvert Research and Management / Ameritas Investment Partners, Inc.* [1] *and Parametric Portfolio Associates LLC*
Long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund, Class 2, *Columbia Management Investment Advisers, LLC*
Long-term capital appreciation.	Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2, *Columbia Management Investment Advisers, LLC*
To seek to provide total return through a combination of capital appreciation and current income.	Delaware Ivy VIP Balanced, Class II, *Delaware Management Company / Macquarie Investment Management Global Limited, Macquarie Investment Management Austria Kapitalanlage AG, and Macquarie Investment Management Europe Limited*
Long-term growth of capital.	DWS Capital Growth VIP, Class A, D*WS Investment Management Americas, Inc.*
Maximum current income to the extent consistent with stability of principal.	DWS Government Money Market VIP, Class A [3], *DWS Investment Management Americas, Inc.*
Long-term capital growth.	DWS International Growth VIP, Class A, *DWS Investment Management Americas, Inc.*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Long-term capital appreciation.	DWS Small Mid Cap Value VIP, Class A, *DWS Investment Management Americas, Inc.*
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund[SM] Portfolio [4,5], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
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. [2]	Fidelity® VIP Equity-Income Portfolio[SM] [4,5], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks a high level of current income, while also considering growth of capital.	Fidelity® VIP High Income Portfolio [4,5], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks as high a level of current income as is consistent with the preservation of capital.	Fidelity® VIP Investment Grade Bond Portfolio [4,5], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio [4,5], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks to maximize income while maintaining prospects for capital appreciation.	FTVIPT Franklin Income VIP Fund, Class 2, *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Foreign VIP Fund, Class 2, *Templeton Investment Counsel, LLC*
Seeks high current income, consistent with preservation of capital, with capital appreciation as secondary.	FTVIPT Templeton Global Bond VIP Fund, Class 2, *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Growth VIP Fund, Class 2, *Templeton Global Advisors Limited*
Seeks capital growth.	Invesco V.I. American Franchise Fund, Series I, *Invesco Advisers, Inc.*
Long-term capital appreciation.	Invesco V.I. American Value Fund, Series I, *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Capital Appreciation Fund, Series I, *Invesco Advisers, Inc.*
Both capital appreciation and current income.	Invesco V.I. Equity and Income Fund, Series I, *Invesco Advisers, Inc.*
Long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series I, *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Global Fund, Series I, *Invesco Advisers, Inc.*
Total return through growth of capital and current income.	Invesco V.I. Global Real Estate Fund, Series I, *Invesco Advisers, Inc. / Invesco Asset Management Limited*
Seeks capital appreciation.	Invesco V.I. Main Street Fund®, Series I, *Invesco Advisers, Inc.*
Seeks total return with an emphasis on high current income, but also considering capital appreciation.	MFS® High Yield Portfolio, Initial Class, *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® New Discovery Series, Initial Class, *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® Research International Portfolio, Initial Class, *Massachusetts Financial Services Company*
Seeks total return.	MFS® Total Return Series, Initial Class, *Massachusetts Financial Services Company*
Seeks total return.	MFS® Utilities Series, Initial Class, *Massachusetts Financial Services Company*
Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.	Morgan Stanley VIF Core Plus Fixed Income Portfolio, Class I, *Morgan Stanley Investment Management Inc.*
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*
Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.	Morgan Stanley VIF U.S. Real Estate Portfolio, Class I, *Morgan Stanley Investment Management Inc.*
Capital appreciation and some current income.	Morningstar Balanced ETF Asset Allocation Portfolio, Class II, *ALPS Advisors, Inc. / Morningstar Investment Management LLC*
Capital appreciation.	Morningstar Growth ETF Asset Allocation Portfolio, Class II, *ALPS Advisors, Inc. / Morningstar Investment Management LLC*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Current income and capital appreciation.	Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II, *ALPS Advisors, Inc. / Morningstar Investment Management LLC*
Seeks growth of capital.	Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I, *Neuberger Berman Investment Advisers LLC*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Low Duration Portfolio, Administrative Class, *Pacific Investment Management Company LLC*
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*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Total Return Portfolio, Administrative Class, *Pacific Investment Management Company LLC*
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.*
Long-term capital appreciation.	Third Avenue Value Portfolio, *Third Avenue Management LLC*

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3	You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.
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5	The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VL,
Ameritas Variable Separate Account VA,
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 Life SPVUL, UniVar, Overture Viva!,
Executive Select, Regent 2000, Overture Annuity,
Overture Annuity III-Plus, and Allocator 2000 Annuity
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

Designer Annuity and Excel Performance VUL (NY)
Prospectuses Dated May 1, 2010

Allocator 2000
Prospectus Dated September 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

Supplement Dated May 1, 2022

The following disclosures are added to your Policy prospectus:

Fixed Account Risks
The Fixed Account is part of the General Account of Ameritas Life Insurance Corp. The obligations of the General 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), terrorist 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.

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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

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

Supplement to:

Corporate Benefit VUL, Overture Applause!, Overture Applause! II,
Overture Bravo!, Overture Encore!,
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 Ovation!
Prospectus Dated May 1, 2021

Supplement Dated February 14, 2022

On January 1, 2022, Parametric Portfolio Associates LLC was added as a sub-adviser to the Calvert VP Volatility Managed Moderate Portfolio and the Calvert VP Volatility Managed Moderate Growth Portfolio (each individually "Portfolio"). Therefore, effective January 1, 2022, Parametric Portfolio Associates LLC is added as a sub-adviser to the Portfolio Subaccount Investment Option in your Policy prospectus.

Effective on or about April 29, 2022, the Invesco V.I. International Growth Fund (the "Fund") will be renamed Invesco V.I. EQV International Equity Fund. Therefore, on or about April 29, 2022, this name change is applicable to all references to the Fund and its associated Subaccount Investment Option in your prospectus and supporting materials.

All other provisions 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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VA-2,
Carillon Account and Carillon Life Account
(each, a "Separate 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

Advantage VA III
Prospectus Dated May 1, 2012

Overture Medley®
Prospectus Dated May 1, 2016

Overture Ovation!, and Medley!
Prospectuses Dated May 1, 2021

Supplement Dated May 26, 2021

On December 2, 2020, Waddell & Reed Financial, Inc. ("WDR"), the parent company of Ivy Investment Management Company, the investment adviser of the Ivy Funds Complex ("the Ivy Funds"), and Macquarie Management Holdings, Inc., the U.S. holding company for Macquarie Group Limited's U.S. asset management business ("Macquarie"), announced that they had entered into an agreement whereby Macquarie would acquire the investment management business of WDR (the "Acquisition"). The Acquisition closed on April 30, 2021 (the "Acquisition Date"). The Ivy Funds are now part of Delaware Funds by Macquarie family and are managed by Delaware Management Company and distributed by Delaware Distributors, L.P.

Effective as of the Acquisition Date, all references to Ivy Investment Management Company (Adviser) are replaced with Delaware Management Company ("DMC"), a series of Macquarie Investment Management Business Trust. Also, effective as of the Acquisition Date, DMC has added sub-advisers to each Portfolio Company as reflected in the chart below.

Effective July 1, 2021, the Portfolio Company name is changed as reflected in the "New" portion of the chart below.

The names of the Portfolio Companies and the Advisers are changed along with each related reference in your Policy prospectus, and the sub-advisers are added. The changes are reflected in the following chart:

Former **Portfolio Company and *Adviser / Subadviser(s)***	**New** **Portfolio Company and *Adviser / Subadviser(s)***
Ivy VIP Balanced, Class II, *Ivy Investment Management Company*	Delaware Ivy VIP Balanced, Class II, *Delaware Management Company / Macquarie Funds Management Hong Kong Limited, Macquarie Investment Management Global Limited, Macquarie Investment Management Austria Kapitalanlage AG, and Macquarie Investment Management Europe Limited*

Any instruction or purchase payment that designates a subaccount investing in a legacy Ivy Fund will be deemed to designate the subaccount investing in the same fund whose name will be updated on July 1, 2021 as noted in the table above. For sixty days following the Acquisition Date, you may transfer assets out of the subaccounts investing in the Delaware Funds, and any such transfer will not incur a transfer charge and will not count against the annual free transfer limit.

The Acquisition does not result in any change in the amount of your policy value, or in the dollar value of your investment in the Separate Account. In addition, the Acquisition does not cause any fees or charges under your policy to be greater, it does not alter your rights or our obligations under the policy, and it does not result in any tax liability to you.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Account and Carillon Life Account

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2021

Subaccount underlying portfolios available as variable investment options for your Policy are:

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Long-term capital appreciation.	Alger Capital Appreciation Portfolio, Class I-2, *Fred Alger Management, LLC*
Long-term capital appreciation.	Alger Mid Cap Growth Portfolio, Class I-2, *Fred Alger Management, LLC*
Capital growth by investing in common stocks. Income is a secondary objective.	American Century VP Disciplined Core Value Fund, Class I, *American Century Investment Management, Inc.*
Capital growth.	American Century VP International Fund, Class I, *American Century Investment Management, Inc.*
Long-term capital growth. Income is a secondary objective.	American Century VP Mid Cap Value Fund, Class I, *American Century Investment Management, Inc.*
Long-term capital growth. Income is a secondary objective.	American Century VP Value Fund, Class I, *American Century Investment Management, Inc.*
Investing to correspond with the returns of the MSCI EAFE Index.	Calvert VP EAFE International Index Portfolio, Class I, *Calvert Research and Management*
Investing to correspond with the returns of the Bloomberg Barclays U.S. Aggregate Bond Index.	Calvert VP Investment Grade Bond Index Portfolio, Class I, *Calvert Research and Management / Ameritas Investment Partners, Inc. ("AIP")* [1]
Investing to correspond with the returns of the NASDAQ 100 Index.	Calvert VP Nasdaq 100 Index Portfolio, Class I, *Calvert Research and Management / AIP* [1]
Investing to correspond with the returns of the Russell 2000 Index.	Calvert VP Russell 2000 Small Cap Index Portfolio, Class I, *Calvert Research and Management / AIP* [1]
Investing to correspond with the returns of the S&P 500 Index.	Calvert VP S&P 500 Index Portfolio, *Calvert Research and Management / AIP* [1,2]
Investing to correspond with the returns of the S&P MidCap 400 Index.	Calvert VP S&P MidCap 400 Index Portfolio, Class I, *Calvert Research and Management / AIP* [1,2]
Total return.	Calvert VP SRI Balanced Portfolio, Class I, *Calvert Research and Management*
Income and growth.	Calvert VP Volatility Managed Moderate Growth Portfolio, Class F, *Calvert Research and Management / AIP* [1]
Current income.	Calvert VP Volatility Managed Moderate Portfolio, Class F, *Calvert Research and Management / AIP* [1]
Long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund, Class 2, *Columbia Management Investment Advisers, LLC*
Long-term capital appreciation.	Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2, *Columbia Management Investment Advisers, LLC*
Long-term growth of capital.	DWS Capital Growth VIP, Class A, D*WS Investment Management Americas, Inc.*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Current income.	DWS Government Money Market VIP, Class A, *DWS Investment Management Americas, Inc.*
Long-term capital growth.	DWS International Growth VIP, Class A, *DWS Investment Management Americas, Inc.*
Long-term capital appreciation.	DWS Small Mid Cap Value VIP, Class A, *DWS Investment Management Americas, Inc.*
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund[SM] Portfolio [3,4], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
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. [2]	Fidelity® VIP Equity-Income Portfolio[SM] [3,4], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks a high level of current income, while also considering growth of capital.	Fidelity® VIP High Income Portfolio [3,4], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks as high a level of current income as is consistent with the preservation of capital.	Fidelity® VIP Investment Grade Bond Portfolio [3,4], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio [3,4], *Fidelity Management & Research Company LLC / Other investment advisers serve as sub-advisers for the fund.*
Seeks to maximize income while maintaining prospects for capital appreciation.	FTVIPT Franklin Income VIP Fund, Class 2, *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Foreign VIP Fund, Class 2, *Templeton Investment Counsel, LLC*
Seeks high current income, consistent with preservation of capital, with capital appreciation as secondary.	FTVIPT Templeton Global Bond VIP Fund, Class 2, *Franklin Advisers, Inc.*
Seeks long-term capital growth.	FTVIPT Templeton Growth VIP Fund, Class 2, *Templeton Global Advisors Limited*
Seeks capital growth.	Invesco V.I. American Franchise Fund, Series I, *Invesco Advisers, Inc.*
Long-term capital appreciation.	Invesco V.I. American Value Fund, Series I, *Invesco Advisers, Inc.* (merged from Invesco V.I. Value Opportunities Fund, Series I, effective May 1, 2021)
Seeks capital appreciation.	Invesco V.I. Capital Appreciation Fund, Series I, *Invesco Advisers, Inc.*
Both capital appreciation and current income.	Invesco V.I. Equity and Income Fund, Series I, *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Global Fund, Series I, *Invesco Advisers, Inc.*
Total return through growth of capital and current income.	Invesco V.I. Global Real Estate Fund, Series I, *Invesco Advisers, Inc. / Invesco Asset Management Limited*
Long-term growth of capital.	Invesco V.I. International Growth Fund, Series I, *Invesco Advisers, Inc.*
Seeks capital appreciation.	Invesco V.I. Main Street Fund®, Series I, *Invesco Advisers, Inc.*
To seek to provide total return through a combination of capital appreciation and current income.	Ivy VIP Balanced, Class II, *Ivy Investment Management Company*
Seeks total return with an emphasis on high current income, but also considering capital appreciation.	MFS® High Yield Portfolio, Initial Class, *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® New Discovery Series, Initial Class, *Massachusetts Financial Services Company*
Seeks capital appreciation.	MFS® Research International Portfolio, Initial Class, *Massachusetts Financial Services Company*
Seeks total return.	MFS® Total Return Series, Initial Class, *Massachusetts Financial Services Company*

Type / Investment Objective	Portfolio Company and *Adviser / Subadviser(s)*
Seeks total return.	MFS® Utilities Series, Initial Class, *Massachusetts Financial Services Company*
Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.	Morgan Stanley VIF Core Plus Fixed Income Portfolio, Class I, *Morgan Stanley Investment Management Inc.*
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*
Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.	Morgan Stanley VIF U.S. Real Estate Portfolio, Class I, *Morgan Stanley Investment Management Inc.*
Capital appreciation and some current income.	Morningstar Balanced ETF Asset Allocation Portfolio, Class II, *ALPS Advisors, Inc. / Morningstar Investment Management LLC ("Morningstar")*
Capital appreciation.	Morningstar Growth ETF Asset Allocation Portfolio, Class II, *ALPS Advisors, Inc. / Morningstar*
Current income and capital appreciation.	Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II, *ALPS Advisors, Inc. / Morningstar*
Seeks growth of capital.	Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I, *Neuberger Berman Investment Advisers LLC*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Low Duration Portfolio, Administrative Class, *Pacific Investment Management Company LLC*
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*
Seeks maximum total return, consistent with preservation of capital and prudent investment management.	PIMCO Total Return Portfolio, Administrative Class, *Pacific Investment Management Company LLC*
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.*
Long-term capital appreciation.	Third Avenue Value Portfolio, *Third Avenue Management LLC* (named FFI Strategies Portfolio prior to April 30, 2021)

1	Ameritas Investment Partners, Inc. is an affiliate of Ameritas Life.
2	"Standard & Poor's®," "S&P®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by us. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's® and Standard & Poor's® makes no representation regarding the advisability of investing in the Product. The Statement of Additional Information sets forth certain additional disclaimers and limitations of liabilities on behalf of Standard & Poor's® as set forth in the Licensing Agreement between us and Standard & Poor's®.
3	FIDELITY, Contrafund and Equity-Income are registered service marks of FMR LLC. Used with permission.
4	The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

The following disclosures are added to your Policy prospectus:

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, 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.

Conflict of Interest
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 registered representative to recommend this policy over another investment for which the representative is not compensated or compensated less.

Unclaimed Death Benefit Proceeds
Every state has unclaimed property laws that generally declare life insurance and annuity policies to be abandoned after a period of inactivity of three to five years from the date any death benefit and/or annuity payment 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. ("Escheatment" is the formal, legal name for this process.) 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 and/or annuity payment from being paid to the state's abandoned or unclaimed property office, it is important that you update your Beneficiary designation, and personal information—including complete names and complete address—if and as they change.

All other provisions 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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

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

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

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Supplement Dated January 6, 2021

Effective December 1, 2020, the investment sub-adviser to Calvert VP Volatility Managed Moderate Growth Portfolio, Class F and Calvert VP Volatility Managed Moderate Portfolio, Class F is Ameritas Investment Partners, Inc.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VA-2,
Carillon Life Account and Carillon 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 Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Advantage VA III
Prospectus Dated May 1, 2012

Medley!
Prospectus Dated May 1, 2013

Overture Medley®
Prospectus Dated May 1, 2016

Excel Performance VUL
Prospectus Dated May 1, 2019

Ameritas Performance II VUL
Prospectus Dated May 1, 2020

Supplement Dated November 20, 2020

Effective November 30, 2020, Cadence Capital Management LLC has resigned its position as sub-adviser to the Third Avenue Variable Series Trust FFI Strategies Portfolio.

Accordingly, effective November 30, 2020, the list of variable investment options in your prospectus is revised to read as follows:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
FFI Strategies Portfolio	Long-term capital appreciation.

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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

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 Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Medley!
Prospectus Dated May 1, 2013

Overture Medley®
Prospectus Dated May 1, 2016

Excel Performance VUL
Prospectus Dated May 1, 2019

Ameritas Performance II VUL
Prospectus Dated May 1, 2020

Supplement Dated September 3, 2020

On June 26, 2020, American Century Investments announced that the name of the American Century VP Income & Growth Fund, Class I (the "Portfolio") will change to American Century VP Disciplined Core Value Fund, Class I, effective September 25, 2020. This name change is applicable to all references to the Portfolio in your prospectus and supporting materials.

All other provisions 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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Account
(Separate Account)

Supplement to:

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2020

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc.**
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc.	**Calvert Research and Management**
Calvert VP EAFE International Index Portfolio, Class I	Index: MSCI EAFE Index.
Calvert VP Investment Grade Bond Index Portfolio, Class I – *Ameritas Investment Partners, Inc. ("AIP")**	Index: Bloomberg Barclays U.S. Aggregate Bond Index.
Calvert VP Nasdaq 100 Index Portfolio, Class I – *AIP**	Index: NASDAQ 100 Index.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP**	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio** – *AIP**	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio**, Class I – *AIP**	Index: S&P MidCap 400 Index.
Calvert VP Volatility Managed Moderate Growth Portfolio, Class F – *AIP* and Milliman Financial Risk Management, LLC ("Milliman")*	Income and growth.
Calvert VP Volatility Managed Moderate Portfolio, Class F – *AIP* and Milliman*	Current income.
Calvert Variable Series, Inc.	**Calvert Research and Management**
Calvert VP SRI Balanced Portfolio, Class I	Total return.
Columbia Funds Variable Series Trust II	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Small Cap Value Fund, Class 2	Long-term capital growth.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
DWS Variable Series I	**DWS Investment Management Americas, Inc.**
DWS Capital Growth VIP, Class A	Long-term growth of capital.
DWS Variable Series II	**DWS Investment Management Americas, Inc.**
DWS Government Money Market VIP, Class A	Current income.
DWS International Growth VIP, Class A	Long-term capital growth.
DWS Small Mid Cap Value VIP, Class A	Long-term capital appreciation.
Fidelity® Variable Insurance Products ***	**Fidelity Management & Research Company LLC**
Fidelity® VIP Contrafund℠ Portfolio, Service Class 2 *(1)*	Seeks long-term capital appreciation.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Fidelity® VIP Equity-Income Portfolio[SM], Service Class 2 *(1)*	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**.
Fidelity® VIP High Income Portfolio, Service Class 2 *(1)*	Seeks a high level of current income, while also considering growth of capital.
Fidelity® VIP Investment Grade Bond Portfolio, Service Class 2 *(1)*	Seeks as high a level of current income as is consistent with the preservation of capital.
Fidelity® VIP Mid Cap Portfolio, Service Class 2 *(1)*	Seeks long-term growth of capital.
Subadvisers: (1) Other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**(1) Franklin Advisers, Inc. (2) Templeton Investment Counsel, LLC (3) Templeton Global Advisors Limited**
Franklin Income VIP Fund, Class 2 (1)	Seeks to maximize income while maintaining prospects for capital appreciation.
Templeton Foreign VIP Fund, Class 2 (2)	Seeks long-term capital growth.
Templeton Global Bond VIP Fund, Class 2 (1)	Seeks high current income, consistent with preservation of capital, with capital appreciation as secondary.
Templeton Growth VIP Fund, Class 2 (3)	Seeks long-term capital growth.
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco Oppenheimer V.I. Capital Appreciation Fund, Series I	Seeks capital appreciation.
Invesco Oppenheimer V.I. Global Fund, Series I	Seeks capital appreciation.
Invesco Oppenheimer V.I. Main Street® Fund, Series I	Seeks capital appreciation.
Invesco V.I. American Franchise Fund, Series I	Seeks capital growth.
Invesco V.I. Equity and Income Fund, Series I	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
Invesco V.I. Value Opportunities Fund, Series I	Long-term growth of capital.
Ivy Variable Insurance Portfolios	**Ivy Investment Management Company**
Ivy VIP Balanced, Class II	To seek to provide total return through a combination of capital appreciation and current income.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Total Return Series, Initial Class	Seeks total return.
MFS® Utilities Series, Initial Class	Seeks total return.
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® High Yield Portfolio, Initial Class	Seeks total return with an emphasis on high current income, but also considering capital appreciation.
MFS® Research International Portfolio, Initial Class	Seeks capital appreciation.
Morgan Stanley Variable Insurance Fund, Inc.	**Morgan Stanley Investment Management Inc.**
Morgan Stanley VIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
Morgan Stanley VIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company*	Long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries.
Morgan Stanley VIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
ALPS Variable Investment Trust	**ALPS Advisors, Inc.**
Morningstar Balanced ETF Asset Allocation Portfolio, Class II – *Morningstar Investment Management LLC ("Morningstar")*	Capital appreciation and some current income.
Morningstar Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Capital appreciation.
Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Current income and capital appreciation.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Investment Advisers LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I	Seeks growth of capital.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Low Duration Portfolio, Administrative Class	Seeks maximum total return.
PIMCO Real Return Portfolio, Advisor Class	Seeks maximum real return.
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks to provide long-term capital growth. Income is a secondary objective.
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
FFI Strategies Portfolio – *Cadence Capital Management LLC*	Long-term capital appreciation.

* Ameritas Investment Partners, Inc. is an affiliate of Ameritas Life.

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2. The following is added to the first page of your prospectus:

Ameritas and its subsidiaries continuously monitor their various businesses, internal and external operations, the financial services industry as a whole, and the effects of various external events on our businesses. In response to the current COVID-19 pandemic, we have taken additional steps to continuously provide service to our policy owners. We continuously monitor the life insurance company's investments, and are keeping abreast of developing strategies, in order to ensure that we maintain our financial strength during this unprecedented time of general uncertainty due to the pandemic.

3. The instructions for electing to receive communications electronically, on page one of your prospectus, are replaced with the following:

You may elect to receive shareholder reports and other communications from us electronically by:

1. Calling our Customer Service Center at 800-745-1112, or
2. Visiting ameritas.com and following these instructions:
   - Click on **Account Access**.
   - Select **Life/Annuities/Disability** and click **Customer Login**.
   - Click on your variable policy number, then the **Electronic Consent** tab and click **Accept** to indicate your preference for electronic information.
   - First time users select **Register** and follow the simple registration prompts. You will need your policy number and Social Security Number or tax identification number and date of birth.

4. In the section titled Taxation of Death Proceeds, the first three sentences are revised to read as follows:

A death benefit paid under the Policy may be taxable income to the beneficiary. The rules on taxation of an annuity apply. Estate taxes may also apply to your annuity, even if all or a portion of the benefit is subject to federal income taxes.

All other provisions 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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VA-2,
Carillon Life Account and Carillon 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 Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Medley!
Prospectus Dated May 1, 2013

Overture Medley®
Prospectus Dated May 1, 2016

Excel Performance VUL
Prospectus Dated May 1, 2019

Ameritas Performance II VUL
Prospectus Dated December 16, 2019

Supplement Dated March 5, 2020

On February 10, shareholders of Third Avenue Value Portfolio (the "Portfolio") approved a new investment sub-advisory agreement among the Third Avenue Variable Series Trust (the "Trust"), on behalf of the Portfolio, Third Avenue Management LLC ("Third Avenue" or the "Adviser"), the Portfolio's investment adviser, and Cadence Capital Management LLC ("Cadence" or the "Sub-Adviser"), the Portfolio's sub-adviser (the "Sub-Advisory Agreement"), to take effect upon execution of the Sub-Advisory Agreement.

Cadence will assume portfolio sub-advisory responsibility for the portion of the Portfolio allocated to it by Third Avenue. Additionally, in connection with the approval of the Sub-Advisory Agreement, the Portfolio will be renamed the "FFI Strategies Portfolio" effective March 16, 2020. Therefore, effective March 16, 2020, all references to "Third Avenue Value" in your prospectus will be changed to "FFI Strategies Portfolio" and information relating to the Portfolio in the list of subaccount underlying portfolios in your prospectus is revised to read as follows.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
FFI Strategies Portfolio – Cadence Capital Management LLC	Long-term Capital appreciation

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VL,
Ameritas Variable Separate Account VA,
Ameritas Variable Separate Account VA-2,
Carillon Account and Carillon Life Account
(Separate Accounts)

Supplement to:
Corporate Benefit VUL, Overture Applause!,
Overture Applause! II, Overture Bravo!, Overture Encore!,
Overture Life SPVUL, UniVar, Overture Viva!,
Executive Select, Regent 2000, Overture Annuity,
Overture Annuity III-Plus, and Allocator 2000 Annuity
Prospectuses Dated May 1, 2007

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Designer Annuity and Excel Performance VUL (NY)
Prospectuses Dated May 1, 2010

Allocator 2000
Prospectus Dated September 1, 2010

Advantage VA III
Prospectus Dated May 1, 2012

Medley!
Prospectus Dated May 1, 2013

Overture Medley®
Prospectus Dated May 1, 2016

Excel Performance VUL and Direction Variable Annuity
Prospectuses Dated May 1, 2019

Ameritas Performance II VUL
Prospectus Dated December 16, 2019

and Statements of Additional Information ("SAI")

Supplement Dated January 10, 2020

Effective January 1, 2020, Ameritas Investment Corp., the underwriter, converted from a Nebraska corporation to a Nebraska limited liability company (Ameritas Investment Company, LLC). All references in the prospectus to Ameritas Investment Corp. ("AIC") are changed to Ameritas Investment Company, LLC ("AIC").

All other provisions remain as stated in your Policy, prospectus, supplements and Statement of Additional Information as supplemented.

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated June 7, 2019

On January 11, 2019, the Board of Trustees of the Oppenheimer Variable Account Funds (the "Oppenheimer Funds") approved an Agreement and Plan of Reorganization to transfer the assets and liabilities of the Oppenheimer Funds into corresponding, newly formed series of AIM Variable Insurance Funds (Invesco Variable Insurance Funds) (the "Invesco Funds") in exchange for shares in the Invesco Funds equal in value to the value of the shares of the respective Oppenheimer Funds as of the closing date (the "Reorganization"). On April 12, 2019, the shareholders of each Oppenheimer Fund listed below approved the Reorganization. The Reorganization was effective on May 24, 2019 (the "Reorganization Date"). Effective as of the Reorganization date, Invesco Advisers, Inc. acts as the investment adviser for the Invesco Funds. The Invesco Funds are not managed by a subadviser. Each Invesco Fund has the same investment objective as its corresponding Oppenheimer Fund. The following chart lists the Oppenheimer Fund previously available to fund a subaccount available through your policy, and the corresponding Invesco Fund that replaces it.

Reorganization	
Oppenheimer Funds	**Invesco Funds**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares	Invesco Oppenheimer V.I. Capital Appreciation Fund, Series I
Oppenheimer Global Fund/VA, Non-Service Shares	Invesco Oppenheimer V.I. Global Fund, Series I
Oppenheimer V.I. Main Street® Fund/VA, Non-Service Shares	Invesco Oppenheimer V.I. Main Street® Fund, Series I

As a result of the Reorganization, all references in your prospectus to the Oppenheimer Funds are hereby deleted and replaced with references to the corresponding Invesco Funds. All references to the Oppenheimer Funds' investment adviser are hereby deleted and replaced with Invesco Advisers, Inc. All references to Oppenheimer Funds subadviser(s) are hereby deleted.

Any instruction or purchase payment that designates a subaccount investing in an Oppenheimer Fund will be deemed to designate the subaccount investing in the corresponding Invesco Fund. For sixty days following the Reorganization Date, you may transfer assets out of the subaccounts investing in the Invesco Funds, and any such transfer will not incur a transfer charge and will not count against the annual free transfer limit.

The Reorganization does not result in any change in the amount of your policy value, or in the dollar value of your investment in the separate account. In addition, the Reorganization does not cause any fees or charges under your policy to be greater, it does not alter your rights or our obligations under the policy, and it does not result in any tax liability to you.

All other provisions 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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Account

Supplement to:

Advantage VA III
Prospectus Dated May 1, 2012

and Statement of Additional Information ("SAI")

Supplement Dated May 1, 2019

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc.**
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc. *	**Calvert Research and Management**
Calvert VP EAFE International Index Portfolio, Class I	Index: MSCI EAFE Index.
Calvert VP Investment Grade Bond Index Portfolio, Class I – *Ameritas Investment Partners, Inc. ("AIP")***	Index: Bloomberg Barclays U.S. Aggregate Bond Index.
Calvert VP Nasdaq 100 Index Portfolio, Class I – *AIP***	Index: NASDAQ 100 Index.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP***	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio*** – *AIP***	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio***, Class I – *AIP***	Index: S&P MidCap 400 Index.
Calvert VP Volatility Managed Moderate Growth Portfolio, Class F – *AIP** and Milliman Financial Risk Management, LLC ("Milliman")*	Income and growth.
Calvert VP Volatility Managed Moderate Portfolio, Class F – *AIP** and Milliman*	Current income.
Calvert Variable Series, Inc. *	**Calvert Research and Management**
Calvert VP SRI Balanced Portfolio, Class I	Total return.
Columbia Funds Variable Series Trust II	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Small Cap Value Fund, Class 2 (named Columbia Variable Portfolio - Select Smaller-Cap Value Fund, Class 2 prior to May 1, 2019)	Long-term capital growth.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
DWS Variable Series I	**DWS Investment Management Americas, Inc.**
DWS Capital Growth VIP, Class A	Long-term growth of capital.
DWS Variable Series II	**DWS Investment Management Americas, Inc.**
DWS Government Money Market VIP, Class A	Current income.
DWS International Growth VIP, Class A	Long-term capital growth.
DWS Small Mid Cap Value VIP, Class A	Long-term capital appreciation.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Fidelity® Variable Insurance Products ****	**Fidelity Management & Research Company**
Fidelity® VIP Contrafund® Portfolio, Service Class 2 *(2,3)*	Seeks long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Service Class 2 *(2,3)*	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.***
Fidelity® VIP High Income Portfolio, Service Class 2 *(2,3)*	Seeks a high level of current income, while also considering growth of capital.
Fidelity® VIP Investment Grade Bond Portfolio, Service Class 2 *(1,3)*	Seeks as high a level of current income as is consistent with the preservation of capital.
Fidelity® VIP Mid Cap Portfolio, Service Class 2 *(2,3)*	Seeks long-term growth of capital.
Subadvisers: (1) Fidelity Investments Money Management, Inc.; (2) FMR Co., Inc.: and (3) other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**(1) Franklin Advisers, Inc. (2) Templeton Investment Counsel, LLC (3) Templeton Global Advisors Limited**
Franklin Income VIP Fund, Class 2 (1)	Seeks to maximize income while maintaining prospects for capital appreciation.
Templeton Foreign VIP Fund, Class 2 (2)	Seeks long-term capital growth.
Templeton Global Bond VIP Fund, Class 2 (1)	Seeks high current income, consistent with preservation of capital, with capital appreciation as secondary.
Templeton Growth VIP Fund, Class 2 (3)	Seeks long-term capital growth.
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco V.I. American Franchise Fund, Series I	Seek capital growth.
Invesco V.I. Equity and Income Fund, Series I	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
Invesco V.I. Value Opportunities Fund, Series I	Long-term growth of capital.
Ivy Variable Insurance Portfolios	**Ivy Investment Management Company**
Ivy VIP Balanced, Class II	To seek to provide total return through a combination of capital appreciation and current income.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Total Return Series, Initial Class	Seeks total return.
MFS® Utilities Series, Initial Class	Seeks total return.
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® High Yield Portfolio, Initial Class	Seeks total return with an emphasis on high current income, but also considering capital appreciation.
MFS® Research International Portfolio, Initial Class	Seeks capital appreciation.
Morgan Stanley Variable Insurance Fund, Inc.	**Morgan Stanley Investment Management Inc.**
Morgan Stanley VIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
Morgan Stanley VIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company*	Long-term capital appreciation by investing primarily in growth-oriented equity securities of issuers in emerging market countries.
Morgan Stanley VIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
ALPS Variable Investment Trust	**ALPS Advisors, Inc.**
Morningstar Balanced ETF Asset Allocation Portfolio, Class II – *Morningstar Investment Management LLC ("Morningstar")*	Capital appreciation and some current income.
Morningstar Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Capital appreciation.
Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Current income and capital appreciation.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Investment Advisers LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I	Seeks growth of capital.
Oppenheimer Variable Account Funds	**OFI Global Asset Management, Inc.**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Global Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Main Street® Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Low Duration Portfolio, Administrative Class	Seeks maximum total return.
PIMCO Real Return Portfolio, Advisor Class	Seeks maximum real return.
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks to provide long-term capital growth. Income is a secondary objective.
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
Third Avenue Value Portfolio	Long-term capital appreciation.

* Prior to December 31, 2016, these funds, the funds' previous investment adviser, and the funds' previous underwriter were part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Ameritas Life. The funds are no longer affiliated with Ameritas, and the current investment adviser and current underwriter are not affiliated with Ameritas.

** Ameritas Investment Partners, Inc. is an indirect subsidiary of Ameritas.

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2. The following language is added to your prospectus:

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

If you already elected to receive shareholder reports electronically, you will not be affected by this change and you need not take any action. You may elect to receive shareholder reports and other communications from us electronically by:

1. Calling our Customer Service Center at 800-745-1112, option 2, or

2. Visiting ameritas.com and following these instructions:
   - Click on **Account Access** in the top right corner.
   - Select **Life/Annuities/Disability** and click **Client Login**.
   - If you are already registered for Account Access:
     - Click on your variable policy number;
     - Select the **Electronic Consent** tab and click **Accept** to indicate your preference for electronic information.
   - If you are not already registered:
     - Select **Register Now** and follow the simple registration prompts. You'll need your policy number, Social Security Number or tax identification number, and date of birth.
     - Select the **Electronic Consent** tab and click **Accept** to indicate your preference for electronic information.

You may elect to receive all future reports in paper free of charge. You can inform us that you wish to continue receiving paper copies of your shareholder reports by calling our Customer Service Center at 800-745-1112, option 2. Your election to receive reports in paper will apply to all portfolio companies available under your policy.

3. The Calculation of Performance section of your SAI is revised to replace the references to specific fee deductions reflected in the Standardized Performance Reporting and Yields subsections with a statement that all recurring fees that are charged to Policy owners are reflected in such returns or yields.

4. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2018.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

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

Supplement to:
Corporate Benefit VUL, Overture Applause!, Overture Applause! II,
Overture Bravo!, Overture Encore!, Executive Select, Regent 2000,
Overture Annuity III-Plus and Allocator 2000 Annuity
Prospectuses Dated May 1, 2007

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Designer Annuity and Excel Performance VUL (NY)
Prospectuses Dated May 1, 2010

Allocator 2000
Prospectus Dated September 1, 2010

Advantage VA III
Prospectus Dated May 1, 2012

Medley!
Prospectus Dated May 1, 2013

Overture Medley®
Prospectus Dated May 1, 2016

Excel Performance VUL and Direction Variable Annuity
Prospectuses Dated May 1, 2018

Supplement Dated June 22, 2018

On or about July 2, 2018, Deutsche Investment Management Americas Inc., the investment advisor to the Deutsche funds available through your policy, will be renamed to DWS Investment Management Americas, Inc. In addition, the "Deutsche funds" will become known as the "DWS funds" and each of the Deutsche funds listed in your prospectus will be renamed.

As of the effective date of the foregoing name changes, all references to Deutsche in your prospectus and supporting material relating to your variable policy will thereafter refer to DWS.

All other provisions 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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V
Carillon Life Account and Carillon Account
("Separate Accounts")

Supplement to:

Overture Viva!
Prospectus Dated May 1, 2007

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

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

Advantage VA III
Prospectus Dated May 1, 2012

and Statements of Additional Information ("SAI")

Supplement Dated May 1, 2018

1. The Asset Allocation Program section of your prospectus and SAI is deleted and replaced with the following:

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 Corp. ("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 above 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 Products, 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.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VA-2,
Carillon Life Account and Carillon Account
("Separate Accounts")

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

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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)
Prospectuses Dated May 1, 2010

Advantage VA III
Prospectus Dated May 1, 2012

Medley!
Prospectus Dated May 1, 2013

Overture Medley®
Prospectus Dated May 1, 2016

Supplement Dated August 1, 2017

On or about October 1, 2017, the Deutsche Global Growth VIP will be renamed Deutsche International Growth VIP. All references in the prospectus to Deutsche Global Growth VIP will be replaced with Deutsche International Growth VIP.

All other provisions 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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account
("Separate Accounts")

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2017

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc.**
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc.*	**Calvert Research and Management**
Calvert VP EAFE International Index Portfolio, Class I	Index: MSCI EAFE Index.
Calvert VP Investment Grade Bond Index Portfolio, Class I – *Ameritas Investment Partners, Inc. ("AIP")***	Index: Bloomberg Barclays U.S. Aggregate Bond Index.
Calvert VP Nasdaq 100 Index Portfolio, Class I – *AIP***	Index: NASDAQ 100 Index.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP***	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio*** – *AIP***	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio***, Class I – *AIP***	Index: S&P MidCap 400 Index.
Calvert VP Volatility Managed Moderate Growth Portfolio, Class F – *AIP** and Milliman Financial Risk Management, LLC ("Milliman")*	Income and growth.
Calvert VP Volatility Managed Moderate Portfolio, Class F – *AIP** and Milliman*	Current income.
Calvert Variable Series, Inc.*	**Calvert Research and Management**
Calvert VP SRI Balanced Portfolio, Class I	Total return.
Columbia Funds Variable Series Trust II	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Smaller-Cap Value Fund, Class 2	Long-term capital growth.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
Deutsche Variable Series I	**Deutsche Investment Management Americas Inc.**
Deutsche Capital Growth VIP, Class A	Long-term growth of capital.
Deutsche Variable Series II	**Deutsche Investment Management Americas Inc.**
Deutsche Global Growth VIP, Class A	Long-term capital growth.
Deutsche Government Money Market VIP, Class A	Money market, current income.
Deutsche Small Mid Cap Value VIP, Class A	Long-term capital appreciation.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Contrafund® Portfolio**** (2,3)	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio**** (2,3)	Index: S&P 500® Index. ***
Fidelity® VIP High Income Portfolio**** (2,3)	Income and growth.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Fidelity® VIP Investment Grade Bond Portfolio**** (1,3)	Bond.
Fidelity® VIP Mid Cap Portfolio**** (2,3)	Long-term growth.
Subadvisers: (1) Fidelity Investments Money Management, Inc.; (2) FMR Co., Inc.; and (3) other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**Franklin Advisers, Inc. (1) Templeton Investment Counsel, LLC (2) Templeton Global Advisors Limited (3)**
Franklin Income VIP Fund, Class 2 (1)	Income.
Templeton Foreign VIP Fund, Class 2 (2)	Long-term capital growth.
Templeton Global Bond VIP Fund, Class 2 (1)	Current income, consistent with preservation of capital, with capital appreciation as secondary.
Templeton Growth VIP Fund, Class 2 (3)	Long-term capital growth.
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco V.I. American Franchise Fund, Series I	Seek capital growth.
Invesco V.I. Equity and Income Fund, Series I	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
Invesco V.I. Value Opportunities Fund, Series I	Long-term growth of capital.
Ivy Variable Insurance Portfolios	**Ivy Investment Management Company**
Ivy VIP Balanced, Class II	Total return through a combination of capital appreciation and current income.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Total Return Series, Initial Class	Seeks total return.
MFS® Utilities Series, Initial Class	Seeks total return.
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® High Yield Portfolio, Initial Class	Seeks total return with an emphasis on high current income, but also considering capital appreciation.
MFS® Research International Portfolio, Initial Class	Seeks capital appreciation.
Morgan Stanley Variable Insurance Fund, Inc.	**Morgan Stanley Investment Management Inc.**
Morgan Stanley VIF Core Plus Fixed Income Portfolio, Class I (named UIF Core Plus Fixed Income Portfolio prior to May 1, 2017)	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
Morgan Stanley VIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company* (named UIF Emerging Markets Equity Portfolio prior to May 1, 2017)	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
Morgan Stanley VIF U.S. Real Estate Portfolio, Class I (named UIF U.S. Real Estate Portfolio prior to May 1, 2017)	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.
ALPS Variable Investment Trust	**ALPS Advisors, Inc.**
Morningstar Balanced ETF Asset Allocation Portfolio, Class II – *Morningstar Investment Management LLC ("Morningstar")*	Capital appreciation and some current income.
Morningstar Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Capital appreciation.
Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Current income and capital appreciation.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Investment Advisers LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I	Seeks growth of capital.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Oppenheimer Variable Account Funds	**OFI Global Asset Management, Inc.**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Global Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Main Street® Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Low Duration Portfolio, Administrative Class	Seeks maximum total return.
PIMCO Real Return Portfolio, Advisor Class	Seeks maximum real return.
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks to provide long-term capital growth. Income is a secondary objective.
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
Third Avenue Value Portfolio	Long-term capital appreciation.

* Prior to December 31, 2016, these funds, the funds' previous investment adviser, and the funds' previous underwriter were part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Ameritas Life. The funds are no longer affiliated with Ameritas, and the current investment adviser and the current underwriter are not affiliated with Ameritas.

** Ameritas Investment Partners, Inc. is an indirect subsidiary of Ameritas.

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**** The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

2. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2016.

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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V,
Ameritas Variable Separate Account VA-2,
Carillon Life Account and Carillon Account
("Separate Accounts")

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

Excel Executive Edge and Excel Choice
Prospectuses Dated November 5, 2007

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

Overture Annuity II, Overture Annuity III, Overture Acclaim! and Overture Accent!
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

and Statements of Additional Information ("SAI")

Supplement Dated February 1, 2017

1. Effective December 31, 2016, Ameritas Life is no longer affiliated with the Calvert Variable Products and Calvert Variable Series funds (the "Funds"). The Funds' new investment adviser and new underwriter are also not affiliated with Ameritas Life. All references to former Calvert affiliations in your prospectus and SAI are deleted. Ameritas Life continues to be affiliated with Ameritas Investment Partners, Inc., the subadviser to certain portfolios of the Funds.

2. The Variable Investment Options chart in your prospectus is revised by replacing information about the Calvert Variable Products and Calvert Variable Series portfolios with the respective information below.

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
Calvert Variable Products, Inc.*	**Calvert Research and Management**
Calvert VP EAFE International Index Portfolio, Class I	Index: MSCI EAFE Index.
Calvert VP Investment Grade Bond Index Portfolio, Class I – *Ameritas Investment Partners, Inc. ("AIP")***	Index: Bloomberg Barclays U.S. Aggregate Bond Index.
Calvert VP Nasdaq 100 Index Portfolio, Class I – *AIP***	Index: NASDAQ 100 Index.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP***	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio – *AIP***	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I – *AIP***	Index: S&P MidCap 400 Index.
Calvert VP Volatility Managed Moderate Growth Portfolio, Class F – *AIP** and Milliman Financial Risk Management, LLC ("Milliman")*	Income and growth.
Calvert VP Volatility Managed Moderate Portfolio, Class F – *AIP** and Milliman*	Current income.
Calvert Variable Series, Inc.*	**Calvert Research and Management**
Calvert VP SRI Balanced Portfolio, Class I	Income and capital growth.

* Prior to December 31, 2016, these funds, the funds' previous investment adviser, and the funds' previous underwriter were part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Ameritas Life. The funds are no longer affiliated with Ameritas, and the current investment adviser and current underwriter are not affiliated with Ameritas.

** Ameritas Investment Partners, Inc. is an indirect subsidiary of Ameritas.

Please see the Portfolio prospectuses, as revised, for more information.

All other provisions remain as stated in your Contract or Policy and prospectus, as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Contract or Policy with Ameritas Life Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V, Ameritas Variable Separate Account VA-2,
Carillon Life Account and Carillon Account
("Separate Accounts")

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 Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, Protector *h*VUL, and Excel Accumulator VUL
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

Advantage VA III
Prospectus Dated May 1, 2012

Medley!
Prospectus Dated May 1, 2013

and Statements of Additional Information

Supplement Dated November 22, 2016

1. Ameritas Life has been advised that on October 20, 2016, Calvert Investment Management, Inc. and Ameritas Holding Company, both affiliates of Ameritas Life, entered into an asset purchase agreement with Eaton Vance Management ("Eaton Vance"), a newly formed subsidiary of Eaton Vance to operate as Calvert Research and Management ("New Calvert"), and other parties, pursuant to which New Calvert has agreed to acquire the business assets of Calvert Investment Management, Inc. Completion of the transaction is subject to shareholder approvals of new investment advisory agreements, among other conditions, and is currently expected to occur by the end of 2016 or early 2017.

2. Ivy Investment Management Company (IICO), an affiliate of Waddell & Reed Investment Management Company (WRIMCO), has entered into investment management agreements to provide investment advisory services to each portfolio of the Ivy Funds Variable Insurance Portfolios (Trust) and WRIMCO has terminated its investment management agreements with the Trust. The name of the Trust was changed to Ivy Variable Insurance Portfolios and the name of each portfolio is changed as set forth below.

The Variable Investment Options chart in your prospectus, and supporting material relating to your variable Contract or Policy, is revised as follows:

Former Fund Name	**New Fund Name**
Ivy Funds Variable Insurance Portfolios	Ivy Variable Insurance Portfolios
Former Investment Advisor	**New Investment Advisor**
Waddell & Reed Investment Management Company	Ivy Investment Management Company
Former Portfolio Name	**New Portfolio Name**
Ivy Funds VIP Balanced	Ivy VIP Balanced

Please see the Portfolio prospectuses, as revised, for more information.

All other provisions remain as stated in your Contract or Policy and prospectus, as previously supplemented.

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account and Carillon Account
("Separate Accounts")

Supplement to:
Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

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

Supplement Dated July 28, 2016

1. The Board of Directors of Calvert Variable Products, Inc. (the "Board") has approved a resolution to reorganize the Calvert VP SRI Large Cap Core Portfolio into the Calvert VP S&P 500 Index Portfolio (the "Reorganization"). Each Portfolio is a series of Calvert Variable Products, Inc.

The Board has recommended approval of the Reorganization by shareholders of the Calvert VP SRI Large Cap Core Portfolio. If the Reorganization is approved by the shareholders of the Calvert VP Large Cap Core Portfolio, it will be merged into the Calvert VP S&P 500 Index Portfolio on or about September 23, 2016. If your variable annuity Contract or variable life insurance Policy remains allocated to the Subaccount corresponding to Calvert VP SRI Large Cap Core Portfolio at the time the Reorganization is consummated, those Subaccount units will be replaced by units in the Subaccount corresponding to the Calvert VP S&P 500 Index Portfolio, and thereafter the value of your Contract or Policy will depend on the performance of the Subaccount corresponding to the Calvert VP S&P 500 Index Portfolio rather than the Subaccount corresponding to the Calvert VP SRI Large Cap Core Portfolio. The number of Calvert VP S&P 500 Index Subaccount units you receive will depend on the value of your Calvert VP SRI Large Cap Core Subaccount units at the time the Reorganization takes place.

If the Reorganization is approved, your prospectus is revised by deleting all mention of the Calvert VP SRI Large Cap Core Portfolio at the time of the Reorganization.

2. The Board of Directors of Calvert Variable Products, Inc. (the "Board") has approved a resolution to reorganize the Calvert VP Natural Resources Portfolio into the Calvert VP Russell 2000 Small Cap Index Portfolio (the "Reorganization"). Each Portfolio is a series of Calvert Variable Products, Inc.

The Board has recommended approval of the Reorganization by shareholders of the Calvert VP Natural Resources Portfolio. If the Reorganization is approved by the shareholders of the Calvert VP Natural Resources Portfolio, it will be merged into the Calvert VP Russell 2000 Small Cap Index Portfolio on or about September 23, 2016. If your variable annuity Contract or variable life insurance Policy remains

allocated to the Subaccount corresponding to Calvert VP Natural Resources Portfolio at the time the Reorganization is consummated, those Subaccount units will be replaced by units in the Subaccount corresponding to the Calvert VP Russell 2000 Small Cap Index Portfolio, Class I, and thereafter the value of your Contract or Policy will depend on the performance of the Subaccount corresponding to the Calvert VP Russell 2000 Small Cap Index Portfolio, Class I, rather than the Subaccount corresponding to the Calvert VP Natural Resources Portfolio. The number of Calvert VP Russell 2000 Small Cap Index Portfolio, Class I, Subaccount units you receive will depend on the value of your Calvert VP Natural Resources Subaccount units at the time the Reorganization takes place.

If the Reorganization is approved, your prospectus is revised by deleting all mention of the Calvert VP Natural Resources Portfolio at the time of the Reorganization.

3. Effective June 30, 2016, Morgan Stanley Investment Management Limited will no longer be a Sub-Adviser to the Universal Institutional Funds, Inc., Emerging Markets Equity Portfolio, Class I. Accordingly, effective June 30, 2016, the Investment Options chart in your prospectus is revised as follows:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.

Please see the Portfolio prospectuses, as supplemented, for more information.

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

Please retain this Supplement with the current prospectus for your variable Contract or Policy with Ameritas Life Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Account
("Separate Account")

Supplement to:

Advantage VA III
Prospectus Dated May 1, 2012

and Statement of Additional Information ("SAI")

Supplement Dated May 1, 2016

1. Subaccount underlying portfolios available as variable investment options for your Contract are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc.**
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP Investment Grade Bond Index Portfolio, Class I – *Ameritas Investment Partners, Inc. ("AIP")*	Index: Barclays Capital Aggregate Bond Index.
Calvert VP Nasdaq 100 Index Portfolio, Class I – *AIP*	Index: NASDAQ 100® Index.
Calvert VP Natural Resources Portfolio – *AIP*	Capital growth.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP*	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio ** – *AIP*	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, ** Class I – *AIP*	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Core Portfolio (named Calvert VP SRI Large Cap Value Portfolio prior to May 1, 2016)	Total return.
Calvert VP Volatility Managed Moderate Growth Portfolio, Class F – *AIP and Milliman Financial Risk Management, LLC ("Milliman")*	Income and capital growth.
Calvert VP Volatility Managed Moderate Portfolio, Class F – *AIP and Milliman*	Current income.
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP SRI Balanced Portfolio, Class I	Income and capital growth.
Columbia Funds Variable Series Trust II	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Smaller-Cap Value Fund, Class 2	Long-term capital appreciation.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
Deutsche Variable Series I	**Deutsche Investment Management Americas Inc.**
Deutsche Capital Growth VIP Portfolio, Class A	Long-term growth of capital.
Deutsche Variable Series II	**Deutsche Investment Management Americas Inc.**
Deutsche Global Growth VIP Portfolio, Class A	Long-term capital growth.
Deutsche Government Money Market VIP Portfolio, Class A (named Deutsche Money Market VIP Portfolio prior to May 2, 2016)	Money market, current income.
Deutsche Small Mid Cap Value VIP Portfolio, Class A	Long-term capital appreciation.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Contrafund® Portfolio, Service Class 2 (2,3)	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Service Class 2 (2,3)	Index: S&P 500® Index. **
Fidelity® VIP High Income Portfolio, Service Class 2 (2,3)	Income and growth.
Fidelity® VIP Investment Grade Bond Portfolio, Service Class 2 (1,3)	Bond.
Fidelity® VIP Mid Cap Portfolio, Service Class 2 (2,3)	Long-term growth.
Subadvisers: (1) Fidelity Investments Money Management, Inc.; (2) FMR Co., Inc.; and (3) other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**Franklin Advisers, Inc. (1) Templeton Investment Counsel, LLC (2) Templeton Global Advisors Limited (3)**
Franklin Income VIP Fund, Class 2 (1)	Income.
Templeton Foreign VIP Fund, Class 2 (2)	Long-term capital growth.
Templeton Global Bond VIP Fund, Class 2 (1)	Current income, consistent with preservation of capital, with capital appreciation as secondary.
Templeton Growth VIP Fund, Class 2 (3)	Long-term capital growth.
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco V.I. American Franchise Fund, Series I	Seek capital growth.
Invesco V.I. Equity and Income Fund, Series I	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
Invesco V.I. Value Opportunities Fund, Series I	Long-term growth of capital.
Ivy Funds Variable Insurance Portfolios	**Waddell & Reed Investment Management Company**
Ivy Funds VIP Balanced	Total return through a combination of capital appreciation and current income.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Total Return Series, Initial Class	Seeks total return.
MFS® Utilities Series, Initial Class	Seeks total return.
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® High Yield Portfolio, Initial Class	Seeks total return with an emphasis on high current income, but also considering capital appreciation.
MFS® Research International Portfolio, Initial Class	Seeks capital appreciation.
ALPS Variable Investment Trust	**ALPS Advisors, Inc.**
Morningstar Balanced ETF Asset Allocation Portfolio, Class II – *Morningstar Investment Management LLC ("Morningstar")* (named Ibbotson Balanced ETF Asset Allocation Portfolio prior to May 1, 2016)	Capital appreciation and some current income.
Morningstar Growth ETF Asset Allocation Portfolio, Class II – *Morningstar* (named Ibbotson Growth ETF Asset Allocation Portfolio prior to May 1, 2016)	Capital appreciation.
Morningstar Income and Growth ETF Asset Allocation Portfolio, Class II – *Morningstar* (named Ibbotson Income and Growth ETF Asset Allocation Portfolio prior to May 1, 2016)	Current income and capital appreciation.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Investment Advisers LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I	Seeks growth of capital.
Oppenheimer Variable Account Funds	**OFI Global Asset Management, Inc.**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Global Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Oppenheimer Main Street® Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Low Duration Portfolio, Administrative Class	Seeks maximum total return.
PIMCO Real Return Portfolio, Advisor Class	Seeks maximum real return.
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks to provide long-term capital growth. Income is a secondary objective.
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
Third Avenue Value Portfolio	Long-term capital appreciation.
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company and Morgan Stanley Investment Management Limited*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds are part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Ameritas Life. The funds' investment adviser and Ameritas Investment Partners, Inc. are indirect subsidiaries of Ameritas. Calvert Investment Distributors, Inc., the underwriter for these funds, is also an indirect subsidiary of Ameritas.

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2. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2015.

3. The Asset Allocation Program section of your prospectus and SAI are deleted and replaced with the following:

ASSET ALLOCATION PROGRAM

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

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 Contract. Ameritas Life paid for these consultant services, at no additional cost to Contract Owners.

Ameritas Investment Corp. ("AIC"), an affiliate of ours, has 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 has entered into an investment advisory agreement with each Contract 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 will terminate on August 1, 2016, and the models in the Program will 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 will no longer undergo periodic updates (the models will become "static"). The investment advisory agreement you have previously entered into with AIC will terminate, and AIC will no longer make updates to the models. Contract Owners will receive notice of the termination of their investment advisory agreement and additional notice that the models are 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 will not be required to take any action if you wish to continue participating in a static model. You may allocate to a different model or discontinue participating in static models after August 1, 2016.

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 option.
- You must allocate all of your Contract 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. For these reasons, you will not be able to execute trades online if you participate in 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 Contract 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 on request.

The Program consists of five models, ranging from aggressive to conservative. On and after August 1, 2016, the 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 describes how changes to the Subaccounts' underlying portfolios in the static models will be addressed once the Program becomes static.

The GLWB rider requires that, beginning on the rider activation date, you may participate only in certain Program models. The models currently available for use with the GLWB rider are: Capital Growth (only in the State of New York), Balanced, Moderate, and Conservative; for more information on these models, see your variable annuity application. **The GLWB rider will terminate if you withdraw from an allowable model, allocate any portion of your subsequent premium payments to an investment option that is not consistent with the allowable models, or discontinue quarterly rebalancing.** Additional safeguards apply if your Contract has an active GLWB rider (See the **GLWB Rider** section, Asset Allocation). We reserve the right to offer GLWB Models with or without an asset allocation program.

Potential Conflicts of Interest
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 include 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 Portfolios, Inc. and Calvert Variable Series, Inc. (the "Calvert Funds") have portfolios offered through the Contract. The Calvert Funds are advised by Calvert Investment Management, Inc. ("CIM"), an affiliate of ours, and certain of the Calvert Funds are subadvised by Ameritas Investment Partners, Inc. ("AIP"), also an affiliate of ours. CIM and AIP are compensated for administrative, advisory, and subadvisory services they provide to Calvert Funds. Calvert Fund portfolios may or may not be included in the models. We may receive administrative service 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 Contract 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 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.

4. The Asset Allocation subsection of the Guaranteed Lifetime Withdrawal Benefit section is deleted and replaced with the following:

Asset Allocation
Beginning on the Rider Activation Date, the GLWB rider limits individual transfers and future premium allocations otherwise permitted by the Contract. By activating the rider, you agree that your Contract's Accumulation Value will be invested in one of certain allowable allocation models while the rider is active, and you agree to a rebalancing schedule.

The models currently available for use with the GLWB rider are: Capital Growth (only in the State of New York), Balanced, Moderate, and Conservative. The conditions of the Asset Allocation Program will apply, and you agree to a rebalancing schedule. You are permitted to transfer your Contract's total Accumulation Value from one allowable allocation model to another allowable allocation model. However, changes to your allocations outside the allowable models will terminate the rider. Only you can select the allowable asset allocation model best for you.

Premium payments made during the Accumulation Phase and Withdrawal Phase will be credited proportionally to the Subaccounts contained in the asset allocation model you select. All withdrawals will be deducted proportionally from the Subaccounts in your asset allocation model.

We have the right to discontinue access to an asset allocation model. (We will not discontinue asset allocation models for Contracts issued in the State of New York.) If an asset allocation model will be discontinued, we will notify you within 30 days prior to the change. If after 30 days you have not selected another allowable asset allocation model, we will transfer all funds from the discontinued asset allocation model to a default model as specified in the notice. You may later request to transfer your total Accumulation Value from the default model to any of the remaining asset allocation models.

We will notify you in the event any transaction you request will involuntarily cause your GLWB rider to terminate for failure to invest according to an allowable asset allocation model. We will require you to sign a form to terminate your GLWB rider and request the investment option change. Until the service form is received in good order in our office, we will not complete your requested change.

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

Please retain this Supplement with the current prospectus for your variable Contract with Ameritas Life Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V, Ameritas Variable Separate Account VA-2, Carillon Life Account and Carillon Account
("Separate Accounts")

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

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Medley!
Prospectus Dated May 1, 2013

Excel Performance VUL and Overture Medley®
Prospectuses Dated May 1, 2015

Supplement Dated January 29, 2016

On January 1, 2016, the subadviser to the Alps Variable Investment Trust portfolios, Ibbotson Associates, Inc., a wholly-owned subsidiary of Morningstar, Inc., merged with and into Morningstar Associates, LLC, another wholly-owned subsidiary of Morningstar, Inc. On the same day, Morningstar Associates, LLC changed its name to Morningstar Investment Management LLC.

Accordingly, effective January 1, 2016, the list of variable investment options in your prospectus is revised to read as follows:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
ALPS Variable Investment Trust	**ALPS Advisors, Inc.**
Ibbotson Balanced ETF Asset Allocation Portfolio, Class II – *Morningstar Investment Management LLC ("Morningstar")*	Capital appreciation and some current income.
Ibbotson Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Capital appreciation.
Ibbotson Income and Growth ETF Asset Allocation Portfolio, Class II – *Morningstar*	Current income and capital appreciation.

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 Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V, Ameritas Variable Separate Account VA-2,
Carillon Account, and Carillon Life Account
("Separate Accounts")

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 Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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 SA & VA II
Prospectuses Dated December 31, 2009

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

Advantage VA III
Prospectus Dated May 1, 2012

Medley!
Prospectus Dated May 1, 2013

Excel Performance VUL and Overture Medley®
Prospectuses Dated May 1, 2015

and Statements of Additional Information

Supplement Dated January 14, 2016

The Asset Allocation Program (the "Program") disclosure in your prospectus is revised to reflect that Ameritas Life has engaged an unaffiliated third party investment expert to provide the fund-specific model recommendations that were previously provided by Ameritas Investment Partners, Inc. ("AIP"). Accordingly, the prospectus and SAI disclosure relating to the Program is revised to remove references to AIP as providing these services and to delete references to certain conflicts of interest related to AIP. The unaffiliated third party investment expert provides research and business support services relating to the models and selects the specific funds to populate each model from those available in the product. Ameritas Life pays for these consultant services at no additional cost to Policy Owners.

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

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

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Ameritas Variable Separate Account V, Ameritas Variable Separate Account VA-2,
Carillon Account and Carillon Life Account
("Separate Accounts")

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

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Medley!
Prospectus Dated May 1, 2013

Excel Performance VUL and Overture Medley®
Prospectuses Dated May 1, 2015

Supplement Dated September 29, 2015

The contractual advisory fee rate of the Universal Institutional Funds, Inc. Emerging Markets Equity Portfolio, Class I (the "Portfolio") and total expense ratio cap of the Portfolio's Class I shares have been decreased, effective September 30, 2015. Accordingly, effective September 30, 2015, the following table replaces the Portfolio Company Operating Expenses table in your Policy prospectus for the Portfolio:

Subaccount's underlying Portfolio Name *	Management Fees	12b-1 Fees**	Other Fees	Acquired Fund Fees and Expenses	Total Portfolio Fees	Waivers and Reductions	Total Expenses *after Waivers and Reductions, if any*
UIF, Class I							
Emerging Markets Equity	0.95%	-	0.45%	-	1.40%	0.05%	1.35%[(1)(2)]

UIF (1) The Management Fees have been restated to reflect the decrease in the advisory fee schedule effective September 30, 2015.

UIF (2) The Portfolio's "Adviser," Morgan Stanley Investment Management Inc., has agreed to reduce its advisory fee and/or reimburse the Portfolio so that Total Portfolio Fees, excluding certain investment related expenses, taxes, interest and other extraordinary expenses (including litigation), will not exceed 1.35%. The fee waivers and/or expense reimbursements will continue for at least one year or until such time as the Board of Directors of The Universal Institutional Funds, Inc. (the "Fund") acts to discontinue all or a portion of such waivers and/or reimbursements when it deems such action is appropriate.

* Short cites are used in this list. The **INVESTMENT OPTIONS** section uses complete Portfolio names.

** Portfolios pay 12b-1 fees to us pursuant to Rule 12b-1 under the Investment Company Act of 1940, which allows investment companies to pay fees out of portfolio assets to those who sell and distribute portfolio shares. Some portfolios may also pay 0.05 to 0.25 percent of annual portfolio assets for us to provide shareholder support and marketing services.

All other provisions remain as stated in your Contract or Policy and prospectus, as supplemented.

Please retain this Supplement with the current prospectus for your variable Contract or Policy with Ameritas Life Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Life Account
Carillon Account
("Separate Accounts")

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2015

Subaccount underlying portfolios available as variable investment options for your Policy are listed in the chart below.

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc.**
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP Investment Grade Bond Index Portfolio – *Ameritas Investment Partners, Inc. ("AIP")*	Index: Barclays Capital Aggregate Bond Index.
Calvert VP Nasdaq 100 Index Portfolio – *AIP*	Index: NASDAQ 100® Index.
Calvert VP Natural Resources Portfolio – *AIP*	Capital growth.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP*	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio ** – *AIP*	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I ** – *AIP*	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio ***	Long-term capital appreciation.
Calvert VP Volatility Managed Moderate Growth Portfolio, Class F – *AIP and Milliman Financial Risk Management, LLC ("Mlliman")*	Income and capital growth.
Calvert VP Volatility Managed Moderate Portfolio, Class F – *AIP and Milliman*	Current income.
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP SRI Balanced Portfolio, Class I ***	Income and capital growth.
Columbia Funds Variable Series Trust II	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Smaller-Cap Value Fund, Class 2	Long-term capital growth.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
Deutsche Variable Series I	**Deutsche Investment Management Americas Inc.**
Deutsche Capital Growth VIP Portfolio, Class A	Long-term growth of capital.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Deutsche Variable Series II	**Deutsche Investment Management Americas Inc.**
Deutsche Global Growth VIP Portfolio, Class A	Long-term capital growth.
Deutsche Money Market VIP Portfolio, Class A	Money market, current income.
Deutsche Small Mid Cap Value VIP Portfolio, Class A	Long-term capital appreciation.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Contrafund® Portfolio **** (2,3)	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio **** (2,3)	Index: S&P 500® Index. **
Fidelity® VIP High Income Portfolio **** (2,3)	Income and growth.
Fidelity® VIP Investment Grade Bond Portfolio **** (1,3)	Bond.
Fidelity® VIP Mid Cap Portfolio **** (2,3)	Long-term growth.
Subadvisers: (1) Fidelity Investments Money Management, Inc.; (2) FMR Co., Inc.; and (3) other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**Templeton Investment Counsel, LLC (1) Franklin Advisers, Inc. (2) Templeton Global Advisors Limited (3)**
Templeton Foreign VIP Fund, Class 2 (1)	Long-term capital growth.
Templeton Global Bond VIP Fund, Class 2 (2)	Current income, consistent with preservation of capital, with capital appreciation as secondary.
Templeton Growth VIP Fund, Class 2 (3)	Long-term capital growth.
ALPS Variable Investment Trust	**ALPS Advisors, Inc.**
Ibbotson Balanced ETF Asset Allocation Portfolio, Class II – *Ibbotson Associates, Inc. ("Ibbotson")*	Capital appreciation and some current income.
Ibbotson Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Capital appreciation.
Ibbotson Income and Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Current income and capital appreciation.
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco V.I. American Franchise Fund, Series I	Seek capital growth.
Invesco V.I. Equity and Income Fund, Series I	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
Invesco V.I. Value Opportunities Fund, Series I	Long-term growth of capital.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Total Return Series, Initial Class	Seeks total return.
MFS® Utilities Series, Initial Class	Seeks total return.
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® High Yield Portfolio, Initial Class	Seeks total return.
MFS® Research International Portfolio, Initial Class	Seeks capital appreciation.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Management LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I – *Neuberger Berman LLC*	Seeks growth of capital.
Oppenheimer Variable Account Funds	**OFI Global Asset Management, Inc.**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Global Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Main Street® Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Low Duration Portfolio, Administrative Class	Seeks maximum total return.
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks long-term capital growth. Income is a secondary objective.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
Third Avenue Value Portfolio	Long-term capital appreciation.
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company and Morgan Stanley Investment Management Limited*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds are part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Ameritas Life. The funds' investment adviser and Ameritas Investment Partners, Inc. are indirect subsidiaries of Ameritas. Calvert Investment Distributors, Inc., the underwriter for these funds, is also an indirect subsidiary of Ameritas.

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*** Sustainable and Responsible Investment ("SRI")

**** The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2014.

All other provisions remain as stated in your Contract or Policy and prospectus, as supplemented.

Please retain this supplement with the current prospectus for your variable Contract or Policy with Ameritas Life Insurance Corp.

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

Ameritas Life Insurance Corp.
("Ameritas Life")

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

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

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Medley!
Prospectus Dated May 1, 2013

Excel Performance VUL and Overture Medley®
Prospectuses Dated May 1, 2014

Supplement Dated January 30, 2015

The Board of Trustees of the MFS® Research International Series (the "Target Fund") has approved the proposed reorganization of the Target Fund into the MFS® Research International Portfolio (the "Acquiring Fund"). The proposed transaction is still subject to approval by the shareholders of the Target Fund at a shareholders' meeting expected to be held in March 2015. The reorganization is expected to occur on or about March 27, 2015. No assurance can be given that the reorganization will occur.

Under the terms of the proposed Agreement and Plan of Reorganization, the Target Fund's assets and liabilities would be transferred to the Acquiring Fund in return for shares of the Acquiring Fund with equal total net asset value as of the valuation date. These Acquiring Fund shares would be distributed pro rata to shareholders of the Target Fund in exchange for their Target Fund shares. Current Target Fund shareholders would thus become shareholders of the Acquiring Fund and receive shares of the Acquiring Fund with a total net asset value equal to that of their shares of the Target Fund at the time of the reorganization. The proposed transaction is expected to be a tax-free event for federal income tax purposes.

If the reorganization occurs, Ameritas Life Contract and Policy Owners who are invested in the Subaccount corresponding to the Target Fund will become invested in the Subaccount corresponding to the Acquiring Fund. Specifically, such Owners will receive units of the Subaccount investing in the Initial Class shares of the Acquiring Fund equal to the value of their units of the Subaccount investing in the Initial Class shares of the Target Fund.

If the reorganization occurs, Ameritas Life will add a Subaccount corresponding to the Acquiring Fund to the investment options in your Policy and all references to the Target Fund in your prospectus are deleted and replaced as follows:

1. The list of variable investment options is revised to include MFS® Research International Portfolio, Initial Class.

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® Research International Portfolio, Initial Class	Seeks capital appreciation.

2. In the prospectuses for Overture Medley® and Excel Performance VUL, the table of **PORTFOLIO COMPANY OPERATING EXPENSES** for the year ended December 31, 2013 is revised to include the following:

Subaccount's underlying Portfolio Name *	Management Fees	12b-1 Fees	Other Fees	Acquired Fund Fees and Expenses	Total Portfolio Fees	Waivers and Reductions	Total Expenses *after Waivers and Reductions, if any*
MFS® VIT II, Initial Class							
Research International	0.90	-	0.10	-	1.00	-	1.00

* Short cites are used in this list. The **INVESTMENT OPTIONS** section uses complete Portfolio names.

All other provisions remain as stated in your Contract or Policy and prospectus, as supplemented.

Please retain this Supplement with the current prospectus for your variable Contract or Policy with Ameritas Life Insurance Corp.

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

Ameritas Life Insurance Corp.

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

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

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Overture Ovation!, 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

Medley!
Prospectus Dated May 1, 2013

Excel Performance VUL and Overture Medley®
Prospectuses Dated May 1, 2014

Supplement Dated September 18, 2014

The Board of Directors of Calvert Variable Products, Inc. ("CVP") has approved a resolution to reorganize the Calvert VP Inflation Protected Plus Portfolio into the Calvert VP Investment Grade Bond Index Portfolio (the "Reorganization"). Each Portfolio is a series of Calvert Variable Products, Inc.

The CVP Board has recommended approval of the Reorganization by shareholders of the Calvert VP Inflation Protected Plus Portfolio. If the Reorganization is approved by the shareholders of the Calvert VP Inflation Protected Plus Portfolio, it will be merged into the Calvert VP Investment Grade Bond Index Portfolio on or about November 14, 2014. If your variable annuity Contract or variable life insurance Policy remains allocated to the Subaccount corresponding to the Calvert VP Inflation Protected Plus Portfolio at the time the Reorganization is consummated, those units will be replaced by units corresponding to the Calvert VP Investment Grade Bond Index Portfolio, and thereafter the value of your Contract or Policy will depend on the performance of the Calvert VP Investment Grade Bond Index Portfolio rather than the Calvert VP Inflation Protected Plus Portfolio. The number of Calvert VP Investment Grade Bond Index Portfolio units you receive will depend on the value of your Calvert VP Inflation Protected Plus Portfolio units at the time the Reorganization takes place.

If the Reorganization is approved, your prospectus is revised by deleting all mention of the Calvert VP Inflation Protected Plus Portfolio at the time of the Reorganization.

All other provisions remain as stated in your Contract or Policy and prospectus, as supplemented.

Please retain this Supplement with the current prospectus for your variable Contract or Policy with Ameritas Life Insurance Corp.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

Ameritas Life Insurance Corp.

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

**Supplement to:
Corporate Benefit VUL, Overture Applause!, Overture Applause! II, Overture Bravo!,
Overture Encore!, Executive Select, Regent 2000, Overture Annuity III-Plus and Allocator 2000 Annuity
Prospectuses Dated May 1, 2007**

**Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007**

**Overture Ovation!, 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 SA and VA II
Prospectuses Dated December 31, 2009**

**Designer Annuity and Excel Performance VUL (NY)
Prospectuses Dated May 1, 2010**

**Allocator 2000
Prospectus Dated September 1, 2010**

**Advantage VA III
Prospectus Dated May 1, 2012**

**Medley!
Prospectus Dated May 1, 2013**

**Excel Performance VUL and Overture Medley®
Prospectuses Dated May 1, 2014**

Supplement Dated August 7, 2014

Effective August 11, 2014, the "DWS Funds" will become known as the "Deutsche Funds" and the below-listed DWS funds and share classes, as applicable, will be renamed as follows:

Former Fund Name Former Portfolio Name	**New Fund Name** New Portfolio Name
DWS Investments VIT Funds	**Deutsche Investments VIT Funds**
DWS Equity 500 Index VIP Portfolio, Class A	Deutsche Equity 500 Index VIP Portfolio, Class A
DWS Small Cap Index VIP Portfolio, Class A	Deutsche Small Cap Index VIP Portfolio, Class A
DWS Variable Series I	**Deutsche Variable Series I**
DWS Capital Growth VIP Portfolio, Class A	Deutsche Capital Growth VIP Portfolio, Class A
DWS International VIP Portfolio, Class A	Deutsche International VIP Portfolio, Class A
DWS Variable Series II	**Deutsche Variable Series II**
DWS Global Growth VIP Portfolio, Class A	Deutsche Global Growth VIP Portfolio, Class A
DWS Money Market VIP Portfolio, Class A	Deutsche Money Market VIP Portfolio, Class A
DWS Small Mid Cap Value Portfolio, Class A	Deutsche Small Mid Cap Value Portfolio, Class A

Not all portfolios are available as variable investment options in your Policy. Consult your prospectus, as supplemented, for a complete list of variable investment options.

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 Insurance Corp.
If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.**

Ameritas Life Insurance Corp.
("Ameritas Life")

Carillon Account
("Separate Account")

Supplement to:
Advantage VA III
Prospectus dated May 1, 2012, as supplemented

Supplement dated July 1, 2014

This supplement describes changes to the Depositor of your Advantage VA III Contract. You should read this information carefully and retain this supplement for future reference together with the Prospectus for your Contract. (All capitalized terms used but not defined herein have the same meaning as those included in the Prospectus.)

As we previously informed you in a supplement dated February 7, 2014, the Boards of Directors of The Union Central Life Insurance Company ("Union Central Life") and Ameritas Life Insurance Corp. ("Ameritas Life") approved an Agreement and Plan of Merger on December 5, 2013 for Union Central Life to merge with and into Ameritas Life (the "Merger"). The Merger also was approved by the Nebraska Department of Insurance, the domicile state of both companies. As a result of the Merger, effective on July 1, 2014, Ameritas Life assumed legal ownership of all the assets of the Carillon Account, as well as the general account assets of Union Central Life, and became directly liable for Union Central's obligations with respect to outstanding contracts. Ameritas Life is amending the prospectus for the Advantage VA III Contracts (the "Contracts") for the purpose of providing information regarding the Merger.

The Merger did not affect the terms of, or the rights and obligations under, the Contracts, other than to reflect the change to the company that provides your Contract benefits from Union Central Life to Ameritas Life. You will receive a contract endorsement from Ameritas Life reflecting the change from Union Central Life to Ameritas Life.

Prospectus Updates

1. All references to "The Union Central Life Insurance Company" or "Union Central Life," are replaced with "Ameritas Life Insurance Corp." or "Ameritas Life." The terms "we," "us," "our" and "Company" also are used to describe Ameritas Life.

2. Contact information for Ameritas Life is as follows:

Ameritas Life Insurance Corp.
Service Center
P.O. Box 82550
Lincoln, Nebraska 68501
or
5900 "O" Street
Lincoln, Nebraska 68510
Telephone: 1-800-745-1112
Fax: 1-402-467-7335
Interfund Transfer Request Fax: 1-402-467-7923
ameritas.com

3. The following replaces the paragraphs and heading "The Union Central Life Insurance Company and Carillon Account" in the prospectus:

AMERITAS LIFE INSURANCE CORP. AND CARILLON ACCOUNT

AMERITAS LIFE INSURANCE CORP.

Ameritas Life Insurance Corp. ("Ameritas Life"), 5900 "O" Street, Lincoln, Nebraska 68510, is a Nebraska stock life insurance company organized in 1887 under the laws of Nebraska.

Ameritas Life is an indirect, wholly owned subsidiary of Ameritas Mutual Holding Company ("Ameritas"), a Nebraska mutual holding company.

Effective July 1, 2014, The Union Central Life Insurance Company ("Union Central Life") merged with and into Ameritas Life. Union Central Life was a subsidiary of Ameritas Life, and an indirect, wholly owned subsidiary of Ameritas.

Upon the merger, Ameritas Life acquired from Union Central Life all of Union Central Life's assets, and became directly liable for Union Central Life's liabilities and obligations with respect to all Contracts issued by Union Central Life then outstanding. The Contracts are now Contracts of Ameritas Life, which will service and maintain them in accordance with their terms. The merger did not affect any provisions of, or rights or obligations under, the Contracts. As a result of the merger, the Carillon Account became a separate account of Ameritas Life.

CARILLON ACCOUNT

The Carillon Account is one of our separate accounts. It is registered with the SEC as a unit investment trust under the Investment Company Act of 1940, as amended. Such registration does not mean that the SEC supervises the management or investment practices or policies of the Carillon Account.

The Carillon Account was established on February 6, 1984, as a segregated investment account. On July 1, 2014, Union Central Life merged with and into Ameritas Life, so that Ameritas Life is now the depositor of the Carillon Account. The Carillon Account survived the merger intact.

Although the assets of Carillon Account belong to us, those assets are held separately from our other assets, and are not chargeable with our liabilities incurred in any other business operations. Accordingly, the income, capital gains, and capital losses incurred on the assets of Carillon Account are credited to or charged against the assets of Carillon Account, without regard to the income, capital gains or capital losses arising out of any other business we may conduct. Therefore, the investment performance of Carillon Account is entirely independent of both the investment performance of our general assets and the performance of any other of our separate accounts.

4. The following replaces the section "Financial Statements" appearing in the prospectus:

FINANCIAL STATEMENTS

The audited financial statements of Carillon Account and the audited financial statements of Ameritas Life, the audited financial statements of Union Central Life, the audited financial statements of Acacia Life Insurance Company, and the unaudited pro forma financial data of Ameritas Life reflecting the Merger on a pro forma basis are included in the Statement of Additional Information. To request a free copy of the Statement of Additional Information, write or call us using the contact information provided herein.

If you have any questions regarding the Merger, please contact us at P.O. Box 82550, Lincoln, NE 68501, 1-800-745-1112.

All other provisions of your Contract remain as stated in your Contract and prospectus, as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Contract.

If you do not have a current prospectus, please contact Ameritas Life at 1-800-745-1112.

The Union Central Life Insurance Company
("Union Central Life")

Carillon Life Account
Carillon Account
("Separate Accounts")

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated May 1, 2014

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc.**
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP Inflation Protected Plus Portfolio – *Ameritas Investment Partners, Inc. ("AIP")*	Current income.
Calvert VP Investment Grade Bond Index Portfolio – *AIP* *(includes assets merged from Calvert VP Income as of April 30, 2014)*	Index: Barclays Capital Aggregate Bond Index.
Calvert VP Nasdaq 100 Index Portfolio – *AIP*	Index: NASDAQ 100® Index.
Calvert VP Natural Resources Portfolio – *AIP*	Capital growth.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP* *(includes assets merged from Calvert VP Small Cap Growth as of April 30, 2014)*	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio ** – *AIP* *(includes assets merged from Calvert VP SRI Equity as of April 30, 2014)*	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I ** – *AIP*	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio ***	Long-term capital appreciation.
Calvert VP Volatility Managed Moderate Portfolio, Class F – *AIP and Milliman*	Current income.
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP SRI Balanced Portfolio, Class I ***	Income and capital growth.
Columbia Funds Variable Series Trust 2	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Smaller-Cap Value Fund, Class 2	Long-term capital appreciation.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
DWS Variable Series I	**Deutsche Investment Management Americas Inc.**
DWS Capital Growth VIP Portfolio, Class A	Long-term growth of capital.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
DWS Variable Series II	**Deutsche Investment Management Americas Inc.**
DWS Global Growth VIP Portfolio, Class A	Long-term capital growth.
DWS Money Market VIP Portfolio, Class A	Money market, current income.
DWS Small Mid Cap Value VIP Portfolio, Class A	Long-term capital appreciation.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Contrafund® Portfolio **** [1,2]	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio **** [1,2]	Index: S&P 500® Index. **
Fidelity® VIP High Income Portfolio **** [1,2]	Income and growth.
Fidelity® VIP Mid Cap Portfolio **** [1,2]	Long-term growth.
Subadvisers: (1) FMR Co., Inc. and (2) other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**Franklin Advisers, Inc. [1]** **Templeton Global Advisors Limited [2]**
Templeton Global Bond VIP Fund, Class 2 [1]	Current income, consistent with preservation of capital, with capital appreciation as secondary.
Templeton Growth VIP Fund, Class 2 [2]	Long-term capital growth.
ALPS Variable Investors Trust	**ALPS Advisors, Inc.**
Ibbotson Balanced ETF Asset Allocation Portfolio, Class II – *Ibbotson Associates, Inc. ("Ibbotson")*	Capital appreciation and some current income.
Ibbotson Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Capital appreciation.
Ibbotson Income and Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Current income and capital appreciation.
AIM Variable Insurance Funds **(Invesco Variable Insurance Funds)**	**Invesco Advisers, Inc.**
Invesco V.I. American Franchise Fund, Series I	Seek capital growth.
Invesco V.I. Equity and Income Fund, Series I	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
Invesco V.I. Value Opportunities Fund, Series I	Long-term growth of capital.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Research International Series, Initial Class	Seeks capital appreciation.
MFS® Total Return Series, Initial Class	Seeks total return.
MFS® Utilities Series, Initial Class	Seeks total return.
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® High Yield Portfolio, Initial Class	Seeks total return.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Management LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I – *Neuberger Berman LLC*	Seeks growth of capital.
Oppenheimer Variable Account Funds	**OFI Global Asset Management, Inc.**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Global Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
Oppenheimer Main Street® Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	Seeks capital appreciation.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Low Duration Portfolio, Administrative Class	Seeks maximum total return.
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks long-term capital growth. Income is a secondary objective.
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
Third Avenue Value Portfolio	Long-term capital appreciation.
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company and Morgan Stanley Investment Management Limited*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds are part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Union Central Life. The funds' investment adviser and Ameritas Investment Partners, Inc. are indirect subsidiaries of Ameritas. Calvert Investment Distributors, Inc., the underwriter for these funds, is also an indirect subsidiary of Ameritas.

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*** Sustainable and Responsible Investment ("SRI")

**** The "Initial Class" of these portfolios are available for Excel Accumulator and "Service Class 2" portfolios are available for Advantage VA III.

2. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2013.

3. The sixth bullet of the **Asset Allocation Program** section is revised to read as follows:

If you are currently participating in a Program model and you make changes to your allocations outside the model, you will not receive future notifications of model changes. You will then be considered as having withdrawn from the Program and as having cancelled your relationship with AIC for purposes of implementing the Program with your Policy. 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.

4. Union Central Life has voluntarily withdrawn its license in New York effective September 30, 2013. Although Union Central Life no longer issues new insurance business in New York, existing policies continue to be serviced by Union Central Life pursuant to an official Plan approved by the New York Department of Financial Services as provided for under New York insurance laws and regulations.

5. The Legal Proceedings section in your prospectus is deleted and replaced with the following:

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.

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

Please retain this supplement with the current prospectus for your variable contract issued by The Union Central Life Insurance Company.

If you do not have a current prospectus, please contact Union Central Life at 1-800-745-1112.

The Union Central Life Insurance Company
("Union Central Life")

Carillon Life Account
Carillon Account
("Separate Accounts")

Supplement to:

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

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

Excel Performance VUL
Prospectus Dated May 1, 2010

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated February 7, 2014

The Boards of Directors of Union Central Life and Ameritas Life Insurance Corp. ("Ameritas Life") approved an Agreement and Plan of Merger on December 5, 2013 ("Agreement"). Pursuant to the Agreement, Union Central Life will merge with and into Ameritas Life on or about July 1, 2014 (the "Merger"). Union Central Life is currently a wholly-owned subsidiary of Ameritas Life and both companies are indirect, wholly-owned subsidiaries of Ameritas Mutual Holding Company.

The Merger also has been approved by the Nebraska Department of Insurance, the domicile state of both companies.

When the Merger becomes effective, Ameritas Life will assume legal ownership of all the assets of the Carillon Account and the Carillon Life Account, as well as the general account assets of Union Central Life, and become directly liable for Union Central Life's obligations with respect to outstanding contracts. The owner of each Union Central Life variable life insurance and variable annuity contract (the "Contracts") will become a contract owner of Ameritas Life by operation of law. Ameritas Life will become directly liable for Union Central Life's obligations with respect to the Contracts then outstanding. Ameritas Life's contractual obligations to you will be identical to those obligations that Union Central Life currently has to you.

The Merger will not affect the terms of, or the rights and obligations under, the Contracts, other than to reflect the change to the company that provides your Contract benefits from Union Central Life to Ameritas Life.

You will receive a contract endorsement from Ameritas Life reflecting the change from Union Central Life to Ameritas Life. In addition, new registration statements will be filed with the Securities and Exchange Commission changing the depositor of your Contract to Ameritas Life, and updated information will be sent to all former Union Central Life contract owners after the Merger becomes effective.

All other Contract provisions remain as stated in the policies and prospectuses, as previously supplemented.

Please retain this supplement with the current prospectus for your variable Contract.

If you do not have a current prospectus, please contact Union Central Life at 1-800-319-6902.

The Union Central Life Insurance Company
("Union Central Life")

Carillon Life Account
Carillon Account
("Separate Accounts")

Supplement to:

Excel Accumulator
Prospectus Dated May 1, 2008

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

Excel Performance VUL
Prospectus Dated May 1, 2010

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated October 4, 2013

The Calvert Variable Series, Inc. Board of Directors approved, effective as of September 11, 2013, (1) the removal of New Amsterdam Partners LLC ("New Amsterdam") as an investment subadvisor for Calvert VP SRI Balanced Portfolio (the "Portfolio") and (2) the assumption of responsibility by the current investment advisor, Calvert Investment Management, Inc., for the day to day management of the equity assets previously managed by New Amsterdam.

Therefore, in the Separate Account Variable Investment Options section of your prospectus, the reference to New Amsterdam as subadvisor to the Portfolio is removed.

Please see the Portfolio prospectus, as supplemented, for more information.

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

Please retain this supplement with the current prospectus for your variable policy issued by The Union Central Life Insurance Company.

If you do not have a current prospectus, please contact Union Central Life at 1-800-319-6902.

The Union Central Life Insurance Company
("Union Central Life")

Carillon Life Account
Carillon Account
("Separate Accounts")

Supplement to:

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

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

Excel Performance VUL
Prospectus Dated May 1, 2010

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated August 28, 2013

Effective on or about September 3, 2013, Dreman Value Management, L.L.C. will no longer serve as subadvisor to the DWS Small Mid Cap Value VIP Portfolio, Class A of the DWS Variable Series II. The Separate Account Variable Investment Options chart in your prospectus is updated to remove reference to Dreman Value Management, L.L.C. as subadvisor to this Portfolio.

Please see the respective DWS Small Mid Cap Value VIP Portfolio, Class A prospectus, as supplemented, for more information.

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

Please retain this supplement with the current prospectus for your variable policy issued by The Union Central Life Insurance Company.

If you do not have a current prospectus, please contact Union Central Life at 1-800-319-6902.

The Union Central Life Insurance Company
("Union Central Life")

Carillon Life Account
Carillon Account
("Separate Accounts")

Supplement to:

Excel Choice and Excel Executive Edge
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

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

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated July 15, 2013

At its April board meeting, the Board of Trustees of the MFS® High Income Series, a series of MFS® Variable Insurance Trust (the "Target Fund") approved the proposed reorganization of the Target Fund into the MFS® High Yield Portfolio, a series of MFS® Variable Insurance Trust II (the "Acquiring Fund"). The proposed reorganization provides for the transfer of assets to and the assumption of liabilities of the Target Fund by the Acquiring Fund in exchange solely for shares of the Acquiring Fund and the distribution of Acquiring Fund shares to the shareholders of the Target Fund in complete liquidation and termination of the Target Fund. The proposed reorganization is subject to approval by the shareholders of the Target Fund at a Special Meeting of Shareholders expected to be held on August 8, 2013. Proxies for the reorganization were filed with the SEC. If shareholders approve the reorganization, the reorganization will occur on or around August 16, 2013 (the "Effective Date"). At that time, Union Central Life Contract Owners who are invested in the Subaccount corresponding to the Target Fund will become invested in the Subaccount corresponding to the Acquiring Fund. Specifically, such Contract Owners will receive units of the Subaccount investing in the Initial Class shares of the Acquiring Fund equal to the value of their units of the Subaccount investing in the Initial Class shares of the Target Fund.

As of the Effective Date, Union Central Life will add the Acquiring Fund subaccount investment option to your Contract and will add the following information to your prospectus to describe the underlying portfolio for the investment option.

The list of variable investment options is revised to include MFS ® High Yield Portfolio, Initial Class.

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
MFS® Variable Insurance Trust II	**Massachusetts Financial Services Company**
MFS® High Yield Portfolio, Initial Class	Seeks total return with an emphasis on high current income, but also considering capital appreciation.

In addition, at the time of the reorganization, your Contract prospectus is revised by deleting all mention of the MFS® Variable Insurance Trust High Income Series, Initial Class. For more information, please refer to the prospectus of the Acquiring Fund.

All other provisions of your Contract will remain as stated in your Contract and prospectus as previously supplemented.

Please retain this Supplement with the current prospectus for your variable Contract issued by The Union Central Life Insurance Company.
If you do not have a current prospectus, please contact Union Central Life at 1-800-319-6902

The Union Central Life Insurance Company
("Union Central Life")

Carillon Account
("Separate Account")

Supplement to:

Advantage VA III
Prospectus Dated May 1, 2012
and Statement of Additional Information

Supplement Dated May 1, 2013

1. Subaccount underlying portfolios available as variable investment options for your Policy are:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc.**
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP Inflation Protected Plus Portfolio – *Ameritas Investment Partners, Inc. ("AIP")*	Current income.
Calvert VP Investment Grade Bond Index Portfolio – *AIP* (named Calvert VP Barclays Capital Aggregate Bond Index Portfolio prior to April 30, 2013)	Index: Barclays Capital Aggregate Bond Index.
Calvert VP NASDAQ 100 Index Portfolio – *AIP*	Index: NASDAQ 100® Index.
Calvert VP Natural Resources Portfolio – *AIP*	Capital growth.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *AIP*	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio ** – *AIP* (includes assets merged from Calvert VP SRI Strategic Portfolio as of April 30, 2013)	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I ** – *AIP*	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio – *No Subadviser*	Long-term capital appreciation.
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP Income Portfolio – *No Subadviser*	Long-term income.
Calvert VP Small Cap Growth Portfolio – *Eagle Asset Management, Inc.*	Long-term capital appreciation.
Calvert VP SRI Balanced Portfolio – *Equity Portion: New Amsterdam Partners LLC; Fixed Income Portion: No Subadviser*	Income and capital growth.
Calvert VP SRI Equity Portfolio – *Atlanta Capital Management Company, LLC*	Capital growth.
Columbia Funds Variable Series Trust 2	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Smaller-Cap Value Fund, Class 2	Long-term capital growth.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
DWS Variable Series I	**Deutsche Investment Management Americas Inc.**
DWS Capital Growth VIP Portfolio, Class A	Long-term growth of capital.

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
DWS Variable Series II	**Deutsche Investment Management Americas Inc.**
DWS Global Growth VIP Portfolio, Class A – (named DWS Global Thematic VIP Portfolio prior to May 1, 2013)	Long-term capital growth.
DWS Money Market VIP Portfolio, Class A	Money market, current income.
DWS Small Mid Cap Value VIP Portfolio, Class A – *Dreman Value Management, L.L.C.* (named DWS Dreman Small Mid Cap Value VIP Portfolio prior to May 1, 2013)	Long-term capital appreciation.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Contrafund® Portfolio, Service Class 2 [1,2]	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Service Class 2 [1,2]	Index: S&P 500® Index. **
Fidelity® VIP High Income Portfolio, Service Class 2 [1,2]	Income and growth.
Fidelity® VIP Mid Cap Portfolio, Service Class 2 [1,2]	Long-term growth.
Subadvisers: (1) FMR Co., Inc. and (2) other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**Templeton Global Advisors Limited**
Templeton Growth Securities Fund, Class 2	Long-term capital growth.
ALPS Variable Investors Trust (Financial Investors Variable Insurance Trust prior to April 30, 2013)	**ALPS Advisors, Inc.**
Ibbotson Balanced ETF Asset Allocation Portfolio, Class II – *Ibbotson Associates, Inc. ("Ibbotson")*	Capital appreciation and some current income.
Ibbotson Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Capital appreciation.
Ibbotson Income and Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Current income and capital appreciation.
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco V.I. American Franchise Fund, Series I – (named Invesco Van Kampen V.I. American Franchise Fund prior to April 29, 2013)	Seek capital growth.
Invesco V.I. Equity and Income Fund, Series I – (named Invesco Van Kampen V.I. Equity and Income Fund prior to April 29, 2013)	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
Invesco V.I. Value Opportunities Fund, Series I – (named Invesco Van Kampen V.I. Value Opportunities Fund prior to April 29, 2013)	Long-term growth of capital.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® High Income Series, Initial Class	Seeks total return with emphasis on high current income, but also considering capital appreciation.
MFS® New Discovery Series, Initial Class	Seeks capital appreciation.
MFS® Research International Series, Initial Class	Seeks capital appreciation.
MFS® Total Return Series, Initial Class	Seeks total return.
MFS® Utilities Series, Initial Class	Seeks total return.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Management LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class I – *Neuberger Berman LLC*	Capital growth.
Oppenheimer Variable Account Funds	**OFI Global Asset Management, Inc.**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	The Fund seeks capital appreciation.
Oppenheimer Global Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.* (named Oppenheimer Global Securities Fund/VA prior to April 30, 2013)	The Fund seeks capital appreciation.
Oppenheimer Main Street® Fund/VA, Non-Service Shares – *OppenheimerFunds, Inc.*	The Fund seeks capital appreciation.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.

FUND NAME Portfolio Name – *Subadviser(s)*	INVESTMENT ADVISER Portfolio Type / Summary of Investment Objective
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks long-term capital growth. Income is a secondary objective.
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
Third Avenue Value Portfolio	Long-term capital appreciation.
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company and Morgan Stanley Investment Management Limited*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* These funds are part of Ameritas Mutual Holding Company ("Ameritas"), the ultimate parent of Union Central Life. The funds' investment adviser and Ameritas Investment Partners, Inc. (named Summit Investment Advisors, Inc. prior to May 1, 2013) are indirect subsidiaries of Ameritas. Calvert Investment Distributors, Inc., the underwriter for these funds, is also an indirect subsidiary of Ameritas.

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2. Please see the fund prospectuses for more information about subaccount underlying portfolios, including portfolio operating expenses for the year ended December 31, 2012.

3. Ameritas Investment Partners, Inc. was named Summit Investment Advisors, Inc. prior to May 1, 2013. All references to Summit Investment Advisors, Inc. in your prospectus and Statement of Additional Information are changed to Ameritas Investment Partners, Inc. to reflect the name change.

4. The disclosure relating to model performance in the **Asset Allocation Program** section of the prospectus is revised to state that performance of each model is updated monthly on our website.

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

Please retain this supplement with the current prospectus for your variable policy issued by The Union Central Life Insurance Company.

If you do not have a current prospectus, please contact Union Central Life at 1-800-319-6902.

The Union Central Life Insurance Company
("Union Central Life")

Carillon Life Account
Carillon Account
("Separate Accounts")

Supplement to:

Excel Executive Edge and Excel Choice
Prospectuses Dated November 5, 2007

Excel Accumulator
Prospectus Dated May 1, 2008

Excel Performance VUL
Prospectus Dated May 1, 2010

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

Advantage VA III
Prospectus Dated May 1, 2012

Supplement Dated January 18, 2013

The Calvert Variable Series, Inc. Board of Directors (the "Board") approved (i) the removal of the investment subadviser for Calvert VP SRI Strategic Portfolio (the "Portfolio") and (ii) the assumption of the day-to-day management of the Portfolio by the current investment adviser, Calvert Investment Management, Inc., effective as of December 13, 2012. The portfolio manager change does not affect the Portfolio's investment objective.

The Board also approved the reorganization of the Portfolio into the Calvert VP S&P 500 Index Portfolio and recommended approval of the reorganization by Portfolio shareholders. If the Portfolio's shareholders approve the reorganization, the Portfolio will be merged into the Calvert VP S&P 500 Index Portfolio on or about April 30, 2013. If your variable annuity or variable life insurance policy remains invested in Portfolio shares at the time the reorganization is consummated, your Portfolio shares will be replaced by shares of Calvert VP S&P 500 Index Portfolio and thereafter the value of your Account will depend on the performance of Calvert VP S&P 500 Index Portfolio, rather than that of the Portfolio.

The portion of the Separate Account Variable Options chart relating to this Portfolio is revised to read as follows:

FUND NAME Portfolio Name – *Subadviser(s)*	**INVESTMENT ADVISER** Portfolio Type / Summary of Investment Objective
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc.**
Calvert VP SRI Strategic Portfolio – *No Subadviser*	Long-term capital appreciation; current income is secondary.

* This fund is part of Ameritas Mutual Holding Company ("Ameritas ®"), the ultimate parent of Union Central Life. The fund's investment adviser and Calvert Investment Distributors, Inc., the underwriter for this fund, are indirect subsidiaries of Ameritas.

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

Please retain this supplement with the current prospectus for your variable policy issued by The Union Central Life Insurance Company.

If you do not have a current prospectus, please contact Union Central Life at 1-800-319-6902.

The Union Central Life Insurance Company
("Union Central Life")

Carillon Account
("Separate Account")

Supplement to:
Advantage VA III
Prospectus and Statement of Additional Information dated May 1, 2012

Supplement Dated May 2, 2012

On May 2, 2012, the members of UNIFI ® Mutual Holding Company ("UNIFI ®") approved an amendment to change the company's name to "Ameritas Mutual Holding Company." Therefore, all references to UNIFI ® Mutual Holding Company in your prospectus and Statement of Additional Information are changed to Ameritas Mutual Holding Company. The short cite for the new company name is "Ameritas;" therefore, all references to UNIFI ® are changed to Ameritas.

All other provisions of your Policy remain as stated in your Policy, prospectus, and Statement of Additional Information.

Please retain this supplement with the current prospectus for your variable policy issued by The Union Central Life Insurance Company.

If you do not have a current prospectus, please contact Union Central Life at 1-800-319-6902.

Home Office:
5900 "O" Street
Lincoln, Nebraska 68510
Telephone: 1-800-319-6902

PROSPECTUS
"Advantage VA III" Flexible Premium Deferred Variable Annuity
CARILLON ACCOUNT of THE UNION CENTRAL LIFE INSURANCE COMPANY

This prospectus describes an annuity Contract (the "Contract") offered by The Union Central Life Insurance Company ("we" or "us" or "Union Central Life"). The Contract is a flexible premium, combination fixed and variable annuity Contract. The Contract is designed for use in connection with all types of retirement plans.

Your Contract's premiums may be allocated to our general account, and accumulate on a guaranteed, fixed basis, or to the Carillon Account, one of our variable annuity separate accounts where Accumulation Values are *not* guaranteed and vary with the performance of one or more underlying Funds. Similarly, the amount of any Variable Annuity Benefit Payments will vary with the investment performance of the Portfolio(s) you select. This Prospectus generally describes only the variable portion of the Contract.

Carillon Account is divided into "Subaccounts," each of which invests in shares of a single investment portfolio ("Portfolio") of an underlying fund ("Fund"). We will provide you with a prospectus for each Portfolio with this Prospectus. The available Portfolios* consist of:

ALGER, Class I-2	**COLUMBIA, Class 2**	**MFS® VIT, Initial Class**
• Capital Appreciation	• Select Smaller-Cap Value	• High Income
• Mid Cap Growth	• Seligman Global Technology	• New Discovery
AMERICAN CENTURY VP, Class I	**DWS VS I, Class A**	• Research International
• Income & Growth	• Capital Growth VIP	• Total Return
• International	**DWS VS II, Class A**	• Utilities
• Mid Cap Value	• Dreman Small Mid Cap Value VIP	**NEUBERGER BERMAN AMT, Class I**
• Value	• Global Thematic VIP	• Mid Cap Intrinsic Value
CALVERT VARIABLE PRODUCTS (CVP)**	• Money Market VIP	**OPPENHEIMER, Non-Service Shares**
• VP Barclays Capital Aggregate Bond Index	**FIDELITY ® VIP, Service Class 2**	• Capital Appreciation/VA
• VP EAFE International Index	• Contrafund ®	• Global Securities/VA
• VP Inflation Protected Plus	• Equity-Income	• Main Street/VA
• VP Nasdaq 100 Index	• High Income	**PIMCO VIT, Administrative Class**
• VP Natural Resources	• Mid Cap	• Total Return
• VP Russell 2000 Small Cap Index	**FTVIPT, Class 2**	**T. ROWE PRICE**
• VP S&P 500 Index	• Templeton Growth Securities	• Blue Chip Growth-II
• VP S&P MidCap 400 Index	**IBBOTSON ETF,** Class II	**THIRD AVENUE**
• VP SRI Large Cap Value	• Ibbotson Balanced ETF Asset Allocation	• Value
CALVERT VARIABLE SERIES (CVS)**	• Ibbotson Growth ETF Asset Allocation	**UIF, Class I**
• VP Income	• Ibbotson Income and Growth ETF Asset Allocation	• Core Plus Fixed Income
• VP Small Cap Growth		• Emerging Markets Equity
• VP SRI Balanced	**INVESCO V.I., Series I**	• U.S. Real Estate
• VP SRI Equity	• American Franchise	
• VP SRI Strategic	• Equity and Income	
	• Global Real Estate	
	• International Growth	
	• Value Opportunities	

* Short cites are used in this list. See "**The Funds**" section for complete Fund and Portfolio names.
** Affiliates. See note in "**The Funds**" section.

Additional information about Carillon Account and the variable portion of the Contracts has been filed with the Securities and Exchange Commission ("SEC") in the form of a Statement of Additional Information ("SAI"). The SAI is dated May 1, 2012, and is incorporated herein by reference. The SAI Table of Contents is located on page 35 of this prospectus. For a free copy of the SAI, you can access it on the SEC's website (www.sec.gov, select "Search for Company Filings," select "file number," then type "333-118237"), or write or call us.

The SEC has not approved or disapproved the Contracts. Neither the SEC nor any state has determined whether this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Please Read This Prospectus Carefully and Retain It for Future Reference.

The date of this prospectus is May 1, 2012.

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The "Advantage VA III" flexible premium deferred variable annuity is no longer available for new sales. No dealer, salesman, or other person is authorized to give any information or make any representations in connection with this prospectus, and, if given or made, such other information or representations must not be relied upon.

DEFINITIONS

Accumulation Unit—A unit of measure used to calculate the value of your Variable Account during the Pay-in Period.

Accumulation Value—The sum of the values of your Contract's Guaranteed Account and Variable Account.

Adjusted Sum of Premium Payments—the amount of your minimum guaranteed death benefit prior to the Maturity Date, in the event that your Accumulation Value is lower than the amount of premiums you have paid at the time we receive Due Proof of Death. The Adjusted Sum of Premium Payments is determined as follows: (1) as of the day we receive a premium, the sum is increased by the amount of that premium; and (2) as of the day a partial surrender is made, the sum is decreased by the same proportion as the Accumulation Value was decreased by that surrender.

Annuitant—A person whose life determines the duration of annuity benefit payments involving life contingencies.

Beneficiary—The person you designate to receive the Contract's death benefit.

Carillon Account—One of our variable annuity separate accounts. Carillon Account is divided into Subaccounts, each of which invests exclusively in one Portfolio of a Fund.

Cash Surrender Value—Your Contract's Accumulation Value at the end of the valuation period during which we receive a request for total or partial surrender, minus any applicable surrender charges, any applicable annual Contract fee and premium taxes not previously deducted.

Contract—The Contract we issue to you.

Contract Date—The date we issue your Contract.

Contract Owner ("You") — the person designated as the owner in the Contract or as subsequently changed. If a Contract has been absolutely assigned, the assignee is the Contract Owner. A collateral assignee is not a Contract Owner.

Contract Year—A period of 12 consecutive months beginning on the Contract Date or any anniversary thereof.

Due Proof of Death—One of the following:

- 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;
- A written statement by a medical doctor who attended the deceased; or
- Any other proof satisfactory to us.

Fixed Annuity Benefit Payments—Annuity benefit payments that are fixed in amount throughout the Pay-out Period.

The Funds—Funds, one or more investment Portfolios of which are purchased by Carillon Account. Currently the Funds are as follows: The Alger Portfolios, American Century Investments, Calvert Variable Products, Inc., Calvert Variable Series, Inc., Columbia Funds Variable Series Trust 2, DWS Variable Series I, DWS Variable Series II, Fidelity® Variable Insurance Products, Franklin Templeton Variable Insurance Products Trust, Financial Investors Variable Insurance Trust (ALPS), AIM Variable Insurance Funds (Invesco Variable Insurance Funds), MFS® Variable Insurance Trust, Neuberger Berman Advisers Management Trust, Oppenheimer Variable Account Funds, PIMCO Variable Insurance Trust, T. Rowe Price Equity Series, Inc., Third Avenue Variable Series Trust, and The Universal Institutional Funds, Inc.

Guaranteed Account—The portion (if any) of your Contract's Accumulation Value that is held in our general account and accumulates at a guaranteed rate which is stated in your Contract.

Investment Options—The Guaranteed Account and the Subaccounts of Carillon Account which are listed on a chart beginning on page 9.

Maturity Date—The date on which the Pay-out Period commences (i.e., when you stop making premium payments to us and we start making annuity benefit payments to you).

Nonqualified Contracts—Contracts that do not qualify for special federal income tax treatment.

Pay-in Period—The period during which you may make payments to us and accumulate Contract values on a fixed or variable basis (referred to in the Contract as the "Accumulation Period"). The Pay-in Period commences on the Contract Date and lasts until the Maturity Date.

Pay-out Period—The period after the Maturity Date during which we make annuity benefit payments to you (referred to in the Contract as the "Annuity Period").

Portfolio—A separate investment portfolio of one of the Funds.

Qualified Contracts—Contracts issued in connection with plans that qualify for special federal income tax treatment.

Subaccount—A part of Carillon Account. Each Subaccount invests exclusively in shares of a different Portfolio.

Variable Account—The portion of your Contract's Accumulation Value that is invested in one or more Subaccounts of Carillon Account.

Variable Annuity Benefit Payments—Annuity benefit payments that vary in amount in relation to the investment performance of the Subaccount(s) you select during the Pay-out Period.

SUMMARY

The Contract and the Investment Options

The Contract is designed and offered to aid in the accumulation of funds on a tax-deferred basis for retirement in connection with a broad range of retirement plans, including:

- plans established by persons entitled to the benefits of the Self-Employed Individuals Tax Retirement Act of 1962, as amended ("H.R. 10 plans");
- qualified employee pension and profit-sharing trusts or plans described in Section 401(a) and tax-exempt under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code");
- qualified annuity plans described in Section 403(a) of the Code;
- annuity purchase plans adopted by public school systems and certain tax-exempt organizations under Section 403(b) of the Code;
- Individual Retirement Annuities purchased by or on behalf of individuals pursuant to Sections 408 (Regular, SEP and Simple IRAs) and 408A (Roth IRA) of the Code;
- government deferred compensation plans pursuant to Section 457 of the Code;
- other qualified plans; and
- nonqualified plans.

Qualified plans provide special tax treatment to participating employees and self-employed individuals and their Beneficiaries. While the Contract provides many benefits when used with a qualified plan, you should know that the Contract provides no additional benefit with regard to tax deferral.

You may allocate your Contract's Accumulation Value among the Contract's Investment Options, which consist of the Guaranteed Account and the Subaccounts of Carillon Account which are listed on a chart beginning on page 9. Allocations to the Guaranteed Account are subject to limitations described in this prospectus.

Your Contract's Accumulation Value will vary according to the investment experience of the Portfolio(s) you select. Similarly, the dollar amount of Variable Annuity Benefit Payments will vary according to the investment experience of the Portfolio(s) selected. You bear the entire investment risk for all amounts you allocate to any of the variable Investment Options. Allocations to the Guaranteed Account accumulate at no less than the guaranteed rate, which varies according to state law.

Premiums

Each premium payment must be at least $25 for Qualified Contracts and $50 for Nonqualified Contracts. You may pay premiums at any time and in any amount, subject to the $25/$50 minimum.

Surrenders

You may totally or partially surrender your Contract and be paid all or part of its Accumulation Value at any time during the Pay-in Period (unless your Contract was issued in connection with a plan adopted pursuant to Section 403(b) of the Code). Certain surrenders may be subject to a surrender charge and a tax penalty may be imposed. In addition, you may return your Contract for a refund within 10 days after receiving it, or longer where required by state law (see page 32).

Transfers

During the Pay-in Period, you may transfer your Accumulation Value among the Subaccounts or between the Subaccounts and the Guaranteed Account. Transfers generally must be at least $300. Up to twelve transfers may be made each Contract Year without charge. However, we reserve the right to charge a transaction charge (currently $10) for each transfer in excess of that number. You may transfer up to 20% of the value of your Guaranteed Account (as of the first day of the Contract Year), or $1,000, whichever is greater, to the Subaccounts each Contract Year. You may transfer up to 30% of your total Variable Account value (as of the first day of the Contract Year) to the Guaranteed Account each Contract Year after the first Contract Year.

During the Pay-out Period, you may, once each year, change the Investment Options upon which the amount of your Variable Annuity Benefit Payments are calculated by requesting that we transfer annuity reserves among the Portfolios.

Annuity Benefit Payments

You can choose among a variety of types of fixed and Variable Annuity Benefit Payments to be made during the Pay-out Period.

If the Annuitant dies before the Maturity Date and you are a natural person and are still living, you will be treated as the Annuitant until you choose a new Annuitant. If you die before the Maturity Date, then we will pay your Beneficiary a death benefit equal to the greater of:

- the Contract's Accumulation Value, or
- the Adjusted Sum of Premium Payments.

If you are a non-natural entity and the Annuitant dies we will pay the Beneficiary.

- The GLWB rider provides a withdrawal benefit that guarantees a series of annualized withdrawals from the Contract, regardless of the Contract's Accumulation Value, until your death or the death of the last surviving Covered Person.

Charges

No sales charge is deducted from your premiums. However, we will deduct a surrender charge upon certain early surrenders or withdrawals. This surrender charge depends on how long your Contract has been in force. During the first Contract Year the surrender charge is 8% of the amount surrendered. This charge is reduced by 1% on each subsequent Contract anniversary until the fourth anniversary, when it becomes zero. Notwithstanding the charges described above, partial surrenders totaling not more than 10% of your Contract's Accumulation Value (as of the date of the first partial surrender in the Contract Year) may be made each Contract Year without the imposition of the surrender charge. Also, where permitted by state law, the surrender charge will be waived in the event of your confinement to a qualified institution or your having a terminal illness. The total surrender charge assessed over the life of the Contract will not exceed 9% of premiums paid.

We deduct a Contract fee of $50 per year from your Contract's Accumulation Value during the Pay-in Period. We will waive the annual Contract fee for any year in which the Accumulation Value of your Contract is $50,000 or more on the last day of that Contract Year. We also reserve the right to waive this fee for Contracts sold to select classes of employer-sponsored retirement plans. We also deduct a daily administration fee at the rate of 0.25% of net assets per year during both the Pay-in and Pay-out Periods.

As compensation for our assumption of mortality and expense risks, we deduct a charge from Carillon Account that is currently 1.60% of net assets per year, and will never exceed 2.00% per year. In accordance with state laws, premium taxes will be deducted from some Contracts.

Each Subaccount's underlying Portfolio has investment advisory fees and expenses. They are described in each Fund's prospectus. A Portfolio's fees and expenses are not deducted from your Contract 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 fees and expenses help to pay the Portfolio's investment advisory and operating expenses.

SUMMARY OF EXPENSES

The following charts and tables describe the fees and expenses that you will pay when buying, owning, and surrendering your Contract.

1. **CONTRACT OWNER TRANSACTION EXPENSES** (the fees and expenses that you will pay at the time that you buy your Contract, surrender your Contract, or transfer among Investment Options):

- **SALES LOAD IMPOSED ON PURCHASES** (as a percentage of purchase payments) .....None
- **STATE PREMIUM TAXES** *(rates vary by state)* [1] ..... 0% to 3.5%
- **SURRENDER CHARGE** (Contingent Deferred Sales Charge) (as a percentage of amount surrendered) [2]

Contract Year of surrender	1	2	3	4	Thereafter
Applicable Charge	8%	7%	6%	5%	0%

- **MAXIMUM TRANSFER FEE**.....$15 [3]
- **MAXIMUM LOAN INTEREST RATE** (the maximum rate is also the current rate).....6%

2. **PERIODIC EXPENSES** (the fees and expenses that you will pay periodically while you own your Contract, not including Portfolio fees and expenses)

- **ANNUAL CONTRACT FEE**.....$50 [4]

- **VARIABLE ACCOUNT ANNUAL EXPENSES** (as a percentage of average Accumulation Value)

CHARGE	**MAXIMUM**	**CURRENT**
Mortality and Expense Risk Charge	2.00%	1.60%
Administration Fee	0.25%	0.25%
TOTAL VARIABLE ACCOUNT ANNUAL EXPENSES	2.25%	1.85%

3. **OPTIONAL RIDER/ENDORSEMENT FEATURE FEES** *(Deducted monthly from Contract's Accumulation Value to equal the annual % shown)*

- **GUARANTEED LIFETIME WITHDRAWAL BENEFIT ("GLWB") FEES** (as a percentage of average Accumulation Value)
  The charge will be deducted from the Contract's Accumulation Value monthly during the Accumulation and Withdrawal Phases. There are no fees during the Inactive Phase.

	MAXIMUM	**CURRENT ***
Single Life	0.95%	0.95%
Joint Spousal – for non-qualified and IRA plans only [5]	1.10%	1.10%

* Beginning January 1, 2010, current GLWB Rider fees became effective on the next rider anniversary for all GLWB Riders except those already in the Withdrawal Phase. Fees will remain at a rate of 0.60% for Single Life and 0.75% for Joint Spousal for GLWB Riders that entered the Withdrawal Phase prior to May 1, 2009 and GLWB Riders that entered the Accumulation Phase prior to May 1, 2009 and then the Withdrawal Phase prior to their next Policy Anniversary date after January 1, 2010. All other GLWB riders, including those that entered the Accumulation Phase prior to May 1, 2009, but have not entered the Withdrawal Phase prior to the next Policy Anniversary following January 1, 2010, will be charged rates of 0.95% for Single Life and 1.10% for Joint Spousal. Current rates for GLWB Riders are subject to change as described in the **CHARGES AND OTHER DEDUCTIONS** section.

[1] Tax rates and timing of payment vary by state and may change. Currently we do not charge for state taxes other than premium taxes, although we reserve the right to levy charges for taxes or other economic burdens in the future.
[2] Partial surrenders totaling up to 10% of a Contract's Accumulation Value may be made each Contract Year without the surrender charge being assessed.
[3] During the Pay-in Period, up to twelve transfers may be made each Contract Year without charge. The current charge is $10 per transfer.
[4] Waived for any year in which the Contract's Accumulation Value is $50,000 or more on the last day of the Contract Year. This charge applies only during the Pay-in Period.
[5] The Joint Spousal option is not available for Contracts issued in New York.

4. **UNDERLYING FUND EXPENSES –** The next table shows the minimum and maximum total operating expenses charged by the Portfolios that you may pay periodically during the time that you own the Contract. The fees and expenses shown, before and after any contractual waivers or reductions in effect through at least April 30, 2013, are for the fiscal year ended December 31, 2011. They include management fees, distribution and/or service 12b-1 fees, and other expenses. Expenses of the Portfolios may be higher in the future. More detail concerning each Portfolio's fees and expenses is contained in the Portfolio's prospectus.

TOTAL ANNUAL FUND OPERATING EXPENSES	MINIMUM	MAXIMUM
Before any Contractual Waivers or Reimbursements	0.46%	1.60%
After any Contractual Waivers or Reimbursements	0.42%	1.43%

5. The **EXAMPLES** that follow are intended to help you compare the cost of investing in your Contract with the cost of investing in other variable annuity Contracts. These costs include maximum Contract Owner transaction expenses, Contract fees, and Variable Account annual expenses. Each Example assumes that you invest $10,000 in your Contract for the time periods indicated. The Examples also assume that your investment has a 5% return each year and assume the maximum fees and expenses of any of the Funds. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	Surrender Contract at the end of the time period. ($)				Annuitize Contract at the end of the time period. ($)				Contract is neither surrendered nor annuitized. ($)			
EXAMPLE	**1 Yr**	**3 Yr**	**5 Yr**	**10 Yr**	**1 Yr**	**3 Yr**	**5 Yr**	**10 Yr**	**1 Yr**	**3 Yr**	**5 Yr**	**10 Yr**
Maximum Contract Expenses- with GLWB – joint spousal (1)	1340	2217	2697	5338	544	1625	2697	5338	544	1625	2697	5338
Maximum Contract Expenses- with GLWB - single life (1)	1327	2178	2632	5228	529	1584	2632	5228	529	1584	2632	5228
Maximum Contract Expenses- without GLWB Rider (2)	1241	1928	2207	4479	436	1316	2207	4479	436	1316	2207	4479
Minimum Contract Expenses (3)	1097	1495	1450	3044	280	854	1450	3044	280	854	1450	3044

(1) **Maximum Contract Expense Fees.** This example assumes maximum charges of 2.25% for Variable Account annual expenses, an annual administration fee of $50 (waived if accumulation account is at least $50,000 on Contract anniversary), the guaranteed maximum fee for the Guaranteed Lifetime Withdrawal Benefit (0.95% for single life, 1.10% for joint spousal – the joint spousal option is not available for Contracts issued in New York), plus the maximum fees and expenses before any waivers or reductions of any of the Portfolios (1.60%).

(2) **Maximum Contract Expense Fees – without GLWB Rider.** This example assumes maximum charges of 2.25% for Variable Account annual expenses, an annual administration fee of $50 (waived if accumulation account is at least $50,000 on Contract anniversary), plus the maximum fees and expenses before any waivers or reductions of any of the Portfolios (1.60%).

(3) **Minimum Contract Expense Fees.** This example assumes current charges of 1.85% for Variable Account annual expenses, an annual administration fee of $50 (waived if accumulation account is at least $50,000 on Contract anniversary), plus the minimum fees and expenses after any waivers or reductions of any of the Portfolios (0.42%). The adviser for the Portfolio with the minimum fees after waivers or reductions has contractually agreed to limit direct net annual portfolio operating expenses through April 30, 2013.

FINANCIAL INFORMATION

Accumulation Unit Values

We provide Accumulation Unit value history for each of the Variable Account variable investment options in **APPENDIX A** to this prospectus.

Financial Statements

Financial statements of the Subaccounts of the Variable Account ("Separate Account") and our company are included in the Statement of Additional Information ("SAI") for the Carillon Account. To learn how to get a copy of the SAI, see the front page of this prospectus.

THE UNION CENTRAL LIFE INSURANCE COMPANY AND CARILLON ACCOUNT

The Union Central Life Insurance Company

The Union Central Life Insurance Company ("Union Central Life"), 5900 "O" Street, Lincoln, Nebraska 68510, is a Nebraska stock life insurance company, organized in 1867 under the laws of Ohio. Effective April 22, 2009, Union Central Life transferred its domicile from Ohio to Nebraska. The administrative office for Union Central Life remains at 1876 Waycross Road, Cincinnati, Ohio 45240. We are currently licensed to operate in all states and the District of Columbia.

Union Central Life is a wholly owned subsidiary of Ameritas Life Insurance Corp., which is also a Nebraska stock life insurance company, and is an indirect, wholly owned subsidiary of UNIFI Mutual Holding Company, a Nebraska mutual insurance holding company. Union Central Life relies on the exemption provided by Rule 12h-7 to file reports under the Securities Exchange Act of 1934.

Carillon Account is one of our separate accounts.

Carillon Account

Carillon Account is one of our separate accounts. It is registered with the SEC as a unit investment trust under the Investment Company Act of 1940. Such registration does not mean that the SEC supervises the management or investment practices or policies of Carillon Account. Our Board of Directors established Carillon Account on February 6, 1984.

Although the assets of Carillon Account belong to us, those assets are held separately from our other assets, and are not chargeable with our liabilities incurred in any other business operations (except to the extent that assets in Carillon Account exceed our liabilities under the variable portion of the Contracts). Accordingly, the income, capital gains, and capital losses incurred on the assets of Carillon Account are credited to or charged against the assets of Carillon Account, without regard to the income, capital gains or capital losses arising out of any other business we may conduct. Therefore, the investment performance of Carillon Account is entirely independent of both the investment performance of our general assets and the performance of any other of our separate accounts.

Each Subaccount of Carillon Account invests in a different Fund Portfolio.

Carillon Account has been divided into Subaccounts, each of which invests in a different Portfolio of the Funds. We may add additional Subaccounts at our discretion.

The Funds

The Funds are funds registered with the SEC. Such registration does not mean that the SEC supervises the management or investment practices or policies of the Funds. The assets of each Portfolio are separate from the others and each Portfolio has different investment objectives and policies. As a result, each Portfolio operates independently and the investment performance of one Portfolio has no effect on the investment performance of any other Portfolio. Complete descriptions of each variable investment option's investment objectives and restrictions and other material information related to an investment in the variable investment option are contained in the prospectuses for each of the Portfolios which accompany this prospectus. We are responsible to you for meeting the obligations of the Contract, 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 Variable Account Subaccount underlying Portfolios listed below 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.* This information is just a summary for each underlying Portfolio. You should read the Fund's prospectus for an underlying Portfolio accompanying this prospectus for more information about that Portfolio, including detailed information about the Portfolio's fees and expenses, investment strategy and investment objective, and potential risks for Portfolios that are also offered through variable life insurance policies and qualified pension and retirement plans.

The Portfolios that are available through the Contract and their investment advisers are:

FUND NAME ***Portfolio Name** – Subadviser(s)*	**INVESTMENT ADVISER** ***Portfolio Type / Summary of Investment Objective***
The Alger Portfolios	**Fred Alger Management, Inc.**
Alger Capital Appreciation Portfolio, Class I-2	Long-term capital appreciation.
Alger Mid Cap Growth Portfolio, Class I-2	Long-term capital appreciation.
American Century Investments	**American Century Investment Management, Inc**.
American Century VP Income & Growth Fund, Class I	Capital growth; income is secondary.
American Century VP International Fund, Class I	Capital growth.
American Century VP Mid Cap Value Fund, Class I	Long-term capital growth; income is secondary.
American Century VP Value Fund, Class I	Long-term capital growth; income is secondary.
Calvert Variable Products, Inc.*	**Calvert Investment Management, Inc**
Calvert VP Barclays Capital Aggregate Bond Index Portfolio – *Summit Investment Advisors, Inc.("Summit")*	Index: Barclays Capital Aggregate Bond Index.
Calvert VP EAFE International Index Portfolio, Class I – *World Asset Management, Inc.*	Index: MSCI EAFE Index.
Calvert VP Inflation Protected Plus Portfolio – *Summit*	Current income.
Calvert VP Nasdaq 100 Index Portfolio – *Summit*	Index: Nasdaq 100 Index.
Calvert VP Natural Resources Portfolio – *Summit*	Capital growth.
Calvert VP Russell 2000 Small Cap Index Portfolio, Class I – *Summit*	Index: Russell 2000 Index.
Calvert VP S&P 500 Index Portfolio – *Summit***	Index: S&P 500 Index.
Calvert VP S&P MidCap 400 Index Portfolio, Class I – *Summit***	Index: S&P MidCap 400 Index.
Calvert VP SRI Large Cap Value Portfolio – *No Subadviser****	Long-term capital appreciation
Calvert Variable Series, Inc.*	**Calvert Investment Management, Inc**
Calvert VP Income Portfolio – *No Subadviser*	Long-term income.
Calvert VP Small Cap Growth Portfolio – *Eagle Asset Management, Inc.*	Long-term capital appreciation.
Calvert VP SRI Balanced Portfolio – *Equity Portion: New Amsterdam Partners LLC; Fixed Income Portion: No Subadviser****	Income and capital growth.
Calvert VP SRI Equity Portfolio – *Atlanta Capital Management Company, LLC* ***	Capital growth.
Calvert VP SRI Strategic Portfolio – *Thornburg Investment Management, Inc.****	Long-term capital appreciation; current income is secondary.
Columbia Funds Variable Series Trust 2	**Columbia Management Investment Advisers, LLC**
Columbia Variable Portfolio - Select Smaller-Cap Value Fund, Class 2	Long-term capital appreciation.
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2	Long-term capital appreciation.
DWS Variable Series I	**Deutsche Investment Management Americas Inc.**
DWS Capital Growth VIP Portfolio, Class A	Long-term capital growth.
DWS Variable Series II	**Deutsche Investment Management Americas Inc.**
DWS Dreman Small Mid Cap Value VIP Portfolio, Class A – *Dreman Value Management, L.L.C.*	Long-term growth of capital.
DWS Global Thematic VIP Portfolio, Class A – *Global Thematic Partners, LLC*	Long-term growth of capital.
DWS Money Market VIP Portfolio, Class A	Money market, current income.
Fidelity® Variable Insurance Products	**Fidelity Management & Research Company**
Fidelity® VIP Contrafund® Portfolio, Service Class 2 [1,2]	Long-term capital appreciation.
Fidelity® VIP Equity-Income Portfolio, Service Class 2 [1,2]	Index: S&P 500 Index.**
Fidelity® VIP High Income Portfolio, Service Class 2 [1,2]	Income and growth.
Fidelity® VIP Mid Cap Portfolio, Service Class 2 [1,2]	Long-term growth.
Subadvisers: (1) FMR Co., Inc. and (2) other investment advisers serve as sub-advisers for the fund.	
Franklin Templeton Variable Insurance Products Trust	**Templeton Global Advisors Limited**
Templeton Growth Securities Fund, Class 2	Long-term capital growth.
Financial Investors Variable Insurance Trust (ALPS)	**ALPS Advisors, Inc.**
Ibbotson Balanced ETF Asset Allocation Portfolio, Class II – *Ibbotson Associates, Inc. ("Ibbotson")*	Capital appreciation and some current income.
Ibbotson Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Capital appreciation.
Ibbotson Income and Growth ETF Asset Allocation Portfolio, Class II – *Ibbotson*	Current income and capital appreciation.

FUND NAME *Portfolio Name – Subadviser(s)*	INVESTMENT ADVISER *Portfolio Type / Summary of Investment Objective*
AIM Variable Insurance Funds (Invesco Variable Insurance Funds)	**Invesco Advisers, Inc.**
Invesco Van Kampen V.I. American Franchise Fund, Series I (Invesco V.I. Capital Appreciation Fund and Invesco V.I. Leisure Fund merged into Invesco V.I. Capital Growth Fund and renamed April 30, 2012)	Seek capital growth.
Invesco Van Kampen V.I. Equity and Income Fund, Series I	Both capital appreciation and current income.
Invesco V.I. Global Real Estate Fund, Series I – *Invesco Asset Management Limited*	Total return through growth of capital and current income.
Invesco V.I. International Growth Fund, Series I	Long-term growth of capital.
MFS® Variable Insurance Trust	**Massachusetts Financial Services Company**
MFS® High Income Series, Initial Class	Total return with emphasis on high current income, but also considering capital appreciation.
MFS® New Discovery Series, Initial Class	Capital appreciation.
MFS® Research International Series, Initial Class	Capital appreciation.
MFS® Total Return Series, Initial Class	Total return.
MFS® Utilities Series, Initial Class	Total return.
Neuberger Berman Advisers Management Trust	**Neuberger Berman Management LLC**
Neuberger Berman AMT Mid Cap Intrinsic Value Portfolio, Class 1 *(named Neuberger Berman AMT Regency Portfolio, prior to May 1, 2012)*	Capital growth.
Oppenheimer Variable Account Funds	**OppenheimerFunds, Inc.**
Oppenheimer Capital Appreciation Fund/VA, Non-Service Shares	Capital appreciation.
Oppenheimer Global Securities Fund/VA, Non-Service Shares	Long-term capital appreciation.
Oppenheimer Main Street® Fund/VA, Non-Service Shares	Total return.
PIMCO Variable Insurance Trust	**Pacific Investment Management Company LLC**
PIMCO Total Return Portfolio, Administrative Class	Seeks maximum total return.
T. Rowe Price Equity Series, Inc.	**T. Rowe Price Associates, Inc.**
T. Rowe Price Blue Chip Growth Portfolio-II	Seeks long-term capital growth. Income is a secondary objective.
Third Avenue Variable Series Trust	**Third Avenue Management LLC**
Third Avenue Value Portfolio	Long-term capital appreciation.
The Universal Institutional Funds, Inc.	**Morgan Stanley Investment Management Inc.**
UIF Core Plus Fixed Income Portfolio, Class I	Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.
UIF Emerging Markets Equity Portfolio, Class I – *Morgan Stanley Investment Management Company and Morgan Stanley Investment Management Limited*	Long-term capital appreciation by investing primarily in growth oriented equity securities of issuers in emerging market countries.
UIF U.S. Real Estate Portfolio, Class I	Above-average current income and long-term capital appreciation by investing primarily in equity securities of companies in the U.S. real estate industry, including real estate investment trusts.

* The Funds are part of and their investment adviser and Summit are subsidiaries of the UNIFI® Mutual Holding Company ("UNIFI®"), the ultimate parent of Union Central Life. Also, Calvert Investment Distributors, Inc., an indirect subsidiary of UNIFI®, is the underwriter for these Funds.

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*** Sustainable and Responsible Investment ("SRI")

Appendix A: Accumulation Unit Values provides current and historical fund and portfolio names.

Portfolio performance is NOT guaranteed.

There is no assurance that any Portfolio will achieve its stated objective. Additional information about the investment objectives and policies of the Portfolios can be found in the current Fund prospectuses delivered to you with this prospectus. You should read the Fund prospectuses carefully before making any decision about the allocation of your premiums to a particular Subaccount of Carillon Account.

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.

We may add, delete or modify the Portfolios available under the Contract.

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 Variable 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 Variable Account. We may add new Variable 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 Variable 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 Variable 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 premium payments, transfers or premium 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 Contract 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 may also 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*.)

CHARGES AND OTHER DEDUCTIONS

You pay a $50 Contract fee each Contract Year during the Pay-in Period if your Accumulation Value is less than $50,000.

Administration Fees

During the Pay-in Period, we will deduct a Contract fee of $50 from your Contract's Accumulation Value on the last day of each Contract Year for our expenses related to administration of your Contract. The annual Contract fee will be waived for any year in which the Accumulation Value of your Contract is $50,000 or more on the last day of that Contract Year. We reserve the right to waive this fee for Contracts sold to select classes of employer-sponsored retirement plans. We guarantee that the amount of this fee will not increase over the life of the Contract. This annual Contract fee is not deducted during the Pay-out Period.

The fee will be deducted *pro rata* from all Investment Options in the same proportion that your interest in each bears to your Contract's total Accumulation Value. The full Contract fee will also be deducted at the time of total surrender, regardless of the date of surrender. However, in the case of a total surrender, the Contract fee will also be waived if the Accumulation Value of your Contract is $50,000 or more on the date of surrender.

We deduct asset-based charges each day at an annual rate of 0.25% for administering the Contracts and Carillon Account and 1.60% for assuming certain mortality and expense risks. We may increase the mortality and expense risk charge to as much as 2.00%.

We also deduct a daily administration fee at an annual rate of 0.25% of the assets of your Variable Account to help defray our expenses of administering Carillon Account and the Contract. This deduction is guaranteed not to increase over the life of the Contract.

Mortality and Expense Risk Charge

A "mortality and expense risk" charge will be deducted daily at a rate equal, on an annual basis, to 1.60% of your Contract's Variable Account. **This charge may increase but we guarantee that it will never be more than 2.00%.**

The mortality risk arises from our guarantees to make annuity benefit payments in accordance with the annuity tables in the Contract, regardless of how long the Annuitant lives and regardless of any improvement in life expectancy generally. This relieves Annuitants of the risk that they might outlive the funds that have been accumulated for retirement. The mortality risk also arises from our guarantee to pay death benefits equal to the Adjusted Sum of Premium Payments paid under the Contract should you die during the Pay-in Period.

Our expense risk arises from the possibility that the amounts realized from the Contract fee, administration fee and surrender charge (which are guaranteed not to increase) will be insufficient to cover our actual administrative and distribution expenses. If these charges are insufficient to cover the expenses, the deficiency will be met from our general corporate funds, including amounts derived from the mortality and expense risk charge.

If amounts derived from the mortality and expense risk charge are insufficient to cover mortality costs and excess expenses, we will bear the loss. If the charge is more than sufficient, we will retain the balance as profit. We currently expect a profit from this charge.

Surrender charges may be deducted upon surrender of your Contracts. 10% of your Accumulation Value may be withdrawn each Contract Year without a surrender charge. Aggregate surrender charges will never exceed 9% of aggregate premiums paid.

Surrender Charge (Contingent Deferred Sales Charge)

If you surrender your Contract in the first four Contract Years, then a surrender charge will be imposed on the amount withdrawn as shown below:

Contract Year of Surrender	1	2	3	4	Thereafter
Applicable Surrender Charge	8%	7%	6%	5%	0%

Notwithstanding the charges described above, partial surrenders totaling not more than 10% of your Contract's Accumulation Value (as of the date of the first partial surrender in the Contract Year) may be made each Contract Year without the imposition of the surrender charge. The cumulative total of all surrender charges is guaranteed never to exceed 9% of premiums. Also, Personal Income Plan ("PIP") surrenders in a Contract Year totaling not more than 10% of the Accumulation Value (in the initial year, as of the date we approve the PIP agreement; in subsequent years, as of the first day of that Contract Year) may be made without the imposition of the surrender charge.

Surrender charges on partial surrenders will be deducted *pro rata* from the value remaining in the Investment Option(s) from which the amount paid was withdrawn. However, if insufficient value remains to pay the surrender charges or if the entire amount in an Investment Option is withdrawn, then to the extent necessary, any surrender charge will be deducted from the amount to be paid. Any surrender charge on a total surrender of a Contract will be deducted from the amount paid.

The amounts we obtain from the surrender charge will be used to offset the distribution fee we pay to our affiliate, Ameritas Investment Corp. The surrender charge is not expected to recover all of the distribution costs associated with the Contracts. We will pay any shortfall out of our general surplus, which may include profits derived from the mortality and expense risk charge.

Certain surrenders of Contracts may also be subject to federal tax penalties. *See* **Federal Income Tax Matters**.

If state law allows, we will waive surrender charges if your surrender is because you have a terminal illness or are confined to a "qualified" health care institution.

Terminal Illness/Confinement

Also, where permitted by state law, we will waive the surrender charge upon a full surrender or one or more partial surrenders of your Contract in the event of (1) or (2) below:

(1) You become confined in a qualified institution for a period of at least 30 consecutive days after the Contract Date, subject to the following:
- You must be a natural person (not a trust, corporation, or other legal entity).
- You must have been an Owner of the Contract continuously since the Contract Date.
- You were not confined in a qualified institution at any time during the 60-day period just prior to the Contract Date.
- We receive a written request for full or partial surrender along with due proof of confinement within 12 months following such confinement.
- A "qualified institution" means any licensed hospital or licensed skilled or intermediate care nursing facility at which:
  - medical treatment is available on a daily basis; and
  - daily medical records are kept for each patient.

(2) You Contract a terminal illness after the Contract Date, subject to the following:
- You must be a natural person (not a Trust, Corporation, or other legal entity).
- You must have been an Owner of the Contract continuously since the Contract Date.
- You have a life expectancy of less than 12 months.
- We must receive a written request for full or partial surrender together with a certificate from your attending physician stating your life expectancy and any other proof we may require.
- "Physician" means a medical doctor licensed in the United States who:
  - is operating within the scope of that license; and
  - is not you and is not related to you.

The surrender charge may be reduced in certain circumstances, including in connection with sales to groups or upon certain types of exchanges.

Other Waivers or Reductions of Surrender Charge

The surrender charge may be reduced in certain instances where a large number of Contracts are issued in connection with a single sale. For example, the charge may be reduced where a corporate pension plan funded by the Contracts results in the issuance of a number of Contracts to the same owner, or where an employer-sponsored salary-deduction plan results in Contracts being issued to a number of employees of one employer. Any reduction in the surrender charge will be nondiscriminating by class of purchaser and will be based on reduced selling and other expenses.

The surrender charge may be modified for Contracts where the premium is a result of a transfer to or from:
- another Contract owned by the employer or another person for the benefit of the Contract Owner in connection with an employee benefit plan,
- a certificate (account) under certain of our group retirement annuity Contracts, or
- certain of our life insurance policies or annuity Contracts.

In addition, the surrender charge will be eliminated with respect to any amount payable in connection with the surrender of a Contract where such amount is forfeited by an employee under the terms of an employee benefit plan and credited to another Contract issued in connection with the plan. The reduction or elimination of the surrender charge in the foregoing circumstances recognizes the reduction of selling expense in such circumstances.

Loan Interest

The interest rate charged on a loan balance is guaranteed not to exceed a maximum rate of 6%. This is also the current interest rate. The interest rate credited to the Accumulation Value that is collateral for the loan is 4%. Therefore, the net interest cost to the Contract Owner is 2% of the loan balance. (Loans are available only if your Contract is a Tax Sheltered Annuity (sometimes called a "TSA" or "403(b) plan") under federal tax law.)

Premium Taxes

We will deduct any premium taxes imposed by state or local law when incurred, which could be:
- at the Maturity Date,
- when a total surrender occurs, or
- when premiums are paid (we do not currently deduct premium taxes when premiums are paid.)

If the charge for premium taxes is deducted at the Maturity Date, it will be taken from each Investment Option in the proportion that your interest in the Investment Option bears to the Contract's total Accumulation Value. If the charge for premium taxes is deducted when premiums are paid, it will be deducted from the premium before the premium has been allocated to the Investment Option(s). Applicable premium tax rates depend upon such factors as your state of residency and the insurance laws and our status in that state when the premium taxes are incurred. Current premium tax rates range from 0 to 3.5%. Applicable premium tax rates are subject to change by legislation, administrative interpretations or judicial acts.

GLWB Rider Charge

The guaranteed maximum and current annual charges for the GLWB rider are listed in the **SUMMARY OF EXPENSES** section of this prospectus. Each fee is stated as a percentage that is multiplied by the Accumulation Value. The current charge (0.95% annually for Single Life or 1.10% annually for Joint Spousal) will be deducted from the Accumulation Value on each Monthly Anniversary, beginning with the Rider Activation Date. Beginning January 1, 2010, current GLWB Rider fees became effective on the next rider anniversary for all GLWB Riders except those already in the Withdrawal Phase. Fees will remain at a rate of 0.60% for Single Life and 0.75% for Joint Spousal for:

a. GLWB Riders that entered the Withdrawal Phase prior to May 1, 2009; and
b. GLWB Riders that entered the Accumulation Phase prior to May 1, 2009 and then the Withdrawal Phase prior to their next rider anniversary date after January 1, 2010.

All other GLWB riders, including those that entered the Accumulation Phase prior to May 1, 2009, but have not entered the Withdrawal Phase prior to the next rider anniversary following January 1, 2010, will be charged rates of 0.95% for Single Life and 1.10% for Joint Spousal. Current fee rates for GLWB Riders are subject to change as described below. If you activate this rider, the charges for the Contract and for the rider will be deducted on a pro-rata basis from all Subaccounts in the asset allocation model you select.

The rider charge is subject to change upon Rider Activation Date, Contract anniversary, or upon reset as described in the Reset Feature section. The rider charge will not exceed the guaranteed maximum listed in the **SUMMARY OF EXPENSES** section. The rider charge will not be deducted after the Contract's Accumulation Value reduces to zero or if the rider is terminated.

The Funds pay investment advisory fees and other expenses, such as distribution and administrative fees.

Fund Expenses

There are deductions from and expenses paid out of the assets of the Funds that are fully described in the Fund prospectuses.

THE CONTRACT

The Contract, which is not available for new sales, was filed with the state insurance departments in all states and made available upon state insurance department approval, subject to certain state variations.

Minimum premium payments are $25 for Qualified Contracts and $50 for Nonqualified Contracts.

Purchasing a Contract

You purchased a Contract by completing an application and having it and a premium of at least $25 for Qualified Contracts or $50 for Nonqualified Contracts sent to us by one of our registered representatives. Acceptance of an application is subject to our underwriting rules and we reserve the right to reject any application. We credited initial premiums accompanied by completed applications to the Contract not later than two business days following receipt. In certain employer retirement plan situations, we issued your Contract and applied the premiums when they are sent by your employer. If we could not credit an initial premium to the Contract within five business days of our receipt of it, then we returned the premium immediately unless you consented to our holding the premium for a longer period.

Subsequent premiums may be made at any time.

Premiums

After the first premium has been paid and accepted, you have flexibility (within the limits of your retirement plan, if any) in determining the size and frequency of subsequent premiums. Premiums may be paid at any time and in any amount, subject only to the minimums applicable to Qualified Contracts ($25) and Nonqualified Contracts ($50) with a maximum of $1 million. We reserve the right to waive the maximum amount.

Your premiums will be allocated among the Investment Options in accordance with your instructions. You may allocate any portion of your premiums (subject to a $10 minimum) to any of the variable Investment Options; you may allocate up to 50% of any premium payment to the Guaranteed Account. You may change your payment allocation instructions at any time, without charge, by providing us new instructions in a form acceptable to us.

Accumulation Units are used to measure the value of your Subaccount allocations.

Crediting of Accumulation Units

We credit premiums that you allocate to variable Investment Options in the form of Accumulation Units. The number of Accumulation Units credited to your Contract is determined by dividing the amount you allocate to each Subaccount by the Accumulation Unit value for the corresponding Subaccount for the Valuation Period during which your premium is received. (In the case of the initial premium, units are credited on the valuation date when we accept the application, or on the valuation date when we receive the initial premium, whichever is later.) The value of the Accumulation Units will vary in accordance with investment experience and expenses of the Portfolio in which the Subaccount invests.

The values of Accumulation Units vary with the performance of corresponding Portfolios. The values of Accumulation Units are computed at the close of business on each "valuation date."

During the Pay-in Period, your Contract's Accumulation Value equals the sum of the Variable Account and the Guaranteed Account credited to your Contract. The Variable Account is the sum of the value of all Subaccounts credited to your Contract. Your Variable Account value in a Subaccount equals the number of Accumulation Units credited to that Subaccount times the value of the Accumulation Units for the Subaccount. For the value of the Guaranteed Account, see page 31.

Value of Accumulation Units

The value of Accumulation Units is expected to change every valuation period, and will depend upon the investment performance and expenses of the Portfolio in which each Subaccount invests. The Accumulation Units in each Subaccount are valued separately.

A **valuation period** is the period between successive valuation dates, commencing at the close of business of each valuation date and ending at the close of business of the next succeeding valuation date. A **valuation date** is each day, Monday through Friday, except:

- when the New York Stock Exchange is closed (currently, New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday (observed), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (observed)); and
- any day on which changes in the value of the portfolio securities of a Portfolio will not materially affect the current net asset value of the shares of that Portfolio.

The value of each Accumulation Unit was initially set at $10. Thereafter, the value of an Accumulation Unit for any valuation period equals the value of such a unit as of the immediately preceding valuation period, multiplied by the "Net Investment Factor" for the current valuation period.

The Net Investment Factor for each Subaccount for any Valuation Period is determined by dividing (A) by (B) and subtracting (C) from the result, where:

(A) is:

- the net asset value per Portfolio share held in the Subaccount determined as of the end of the current valuation period; plus

- the per share amount of any dividend or capital gains distributions made by the Portfolio on shares held in the Subaccount if the "ex-dividend" date occurs during the current valuation period; plus or minus
- a per share charge or credit for any taxes incurred by or provided for in the Subaccount, which we determine to have resulted from the maintenance of the Subaccount (we do not believe that currently any taxes are incurred by Carillon Account); and

(B) is:

- the net asset value per Portfolio share held in the Subaccount determined as of the end of the immediately preceding valuation period (adjusted for an "ex-dividend"); plus or minus
- the per share charge or credit for any taxes provided for during the immediately preceding valuation period; and

(C) is:

- a factor representing the daily charges we deduct from Carillon Account for administrative expenses and assumption of the mortality and expense risks under the Contract. The factor is equal to 0.000050223 for a one-day valuation period.

Self-Service Access to Information and Services

You will be able to review information and request service concerning your Contract by visiting our website, www.unificompanies.com.

You will need your Contract number and taxpayer identification number to establish initial access to our client service center on our website, Service Central. As part of the initial log in to Service Central, you will create your own unique user identification and password. Once you have logged on to Service Central, you will be able to perform the functions described below (these rights can also be assigned to an Annuitant):

choose electronic delivery of certain future mailings
check Contract values
verify address and Beneficiary information
transfer balances among Subaccounts
rebalance your Subaccount balances
change your allocation of future premiums
view statements and correspondence
request a statement
request service forms
change your password

We reserve the right to modify, suspend or discontinue the Service Central online client service center at any time and without prior notice.

During the Pay-in Period, you may make 12 free transfers per Contract Year. Additional transfers cost $10 each. Transfers to and from the Guaranteed Account are subject to restrictions.

Transfers

During the Pay-in Period, you may transfer amounts among Subaccounts subject to the terms and restrictions imposed by your Contract and the Funds. You may transfer up to 20% of your Contract's value in the Guaranteed Account, or $1,000, whichever is greater, to the Subaccounts. You may transfer up to 30% of your Variable Account value to the Guaranteed Account. These transfer limits into and from the Guaranteed Account are calculated based on your Guaranteed Account and Variable Account values as of the first day of each Contract Year, and apply to any transfers during that Contract Year.

The minimum amount that may be transferred is $300, or if less, the entire amount in the Investment Option.

During the Pay-in Period, you may make up to twelve free transfers each Contract Year. However, we will impose a transfer fee (currently $10 and guaranteed not to exceed $15) for each transfer in excess of twelve. If after a transfer the amount remaining in any Investment Option is less than $25, then the entire amount will be transferred instead of the requested amount.

Your transfer requests must be made by written or telephone or electronic instructions which specify in detail the requested changes. Transfers from the Variable Account will be made based on the Accumulation Unit values at the end of the valuation period during which we receive the transfer request at our Home Office (address and phone number on the first page of this prospectus). If you are participating in the Portfolio Rebalancing Plan and you make

transfers without altering your Portfolio Rebalancing Plan instructions, at the next rebalancing, your balances will be reallocated according to your Portfolio Rebalancing Plan.

During the Pay-out Period, the Annuitant can change the reserve basis (Contract reserves for the specific variable annuity Contract involved) for the Variable Annuity Benefit Payments he or she is receiving once in each 12 months after the first 12 months. Such a change in reserve basis for Variable Annuity Benefit Payments will result in subsequent annuity benefit payments being based on the investment performance of the Subaccount to which annuity reserves have been transferred.

Certain third parties may offer you asset allocation services for your Contract. Fees you pay for such asset allocation services are in addition to any Contract charges. WE DO NOT ENDORSE, APPROVE OR RECOMMEND THESE SERVICES.

Excessive Trading: Your Contract is a long-term investment and is not designed for frequent transfers of your Accumulation Value among your Subaccounts. Frequent or excessive transfers put the Portfolios, Contract Owners, and Beneficiaries at risk. These risks include:

- the dilution of interests of long-term investors in a Subaccount if purchases or transfers into or out of a Portfolio are made at prices that do not reflect an accurate value for the Portfolio's investments;
- an adverse effect on Portfolio management, such as impeding a Portfolio manager's ability to sustain an investment objective, causing a Portfolio to maintain a higher level of cash than would otherwise be the case, or causing a Portfolio to liquidate investments prematurely (or at an otherwise inopportune time) to pay partial withdrawals or transfers out of the Portfolio; and
- increased brokerage and administrative expenses.

The risks and costs are borne by all Contract Owners invested in those Subaccounts, not just those making the transfers.

We have developed policies and procedures with respect to market timing and other transfers (the "Procedures") and we do not make special arrangements or grant exceptions to accommodate market timing or other potentially disruptive or harmful trading. Do not invest in this Contract if you intend to conduct market timing or other potentially disruptive trading.

Detection. We employ various means to attempt to detect and deter market timing, transferring in and out of the same Fund within 30 days and disruptive trading. However, despite our monitoring, we may not be able to detect or stop all harmful trading. In addition, because other insurance companies and retirement plans with different policies and procedures may invest in the Portfolios, we cannot guarantee that all harmful trading will be detected or that a Portfolio will not suffer harm from programmed, large, frequent, or short-term transfers among the subaccounts of variable products issued by those companies or retirement plans.

Deterrence. If we determine that you have engaged in excessive trading, we will take one or more of the following actions:

Revoke your privileges to make transfers by telephone and Internet;
Limit your transfers to those requests made by regular U.S. mail;
We reserve the right to impose a fee of up to $15 per transfer.

You will be notified by letter if we determine you have exceeded the number or frequency of transfers allowed, or if we limit your access to transfers to requests made by regular U.S. mail. We reserve the right to reject any transfer from any Contract Owner we believe has a history of abusive trading or whose trading, in our judgment, has been or may be disruptive to a Portfolio.

Systematic transfers, including our Dollar Cost Averaging, Portfolio Rebalancing or Interest Sweep program will not be counted toward your limit on the number and frequency of transfers. We will implement transfers requested in writing and sent by U.S. mail first, in the order postmarked, then telephone or Internet requests second, in the order received.

Our ability to detect and deter such transfer activity is limited by our operational and technological systems, as well as by our ability to predict strategies employed by Contract Owners (or those acting on their behalf) to avoid detection. Accordingly, despite our best efforts, we cannot guarantee that the Procedures will detect or deter frequent or harmful transfers by such Contract Owners or intermediaries acting on their behalf. Redemption fees, transfer limits, and other procedures or restrictions may be more or less successful than ours in deterring market timing or other disruptive trading and in preventing or limiting harm from such trading.

We apply the Procedures consistently to all Contract Owners without waiver or exception.

Portfolio Frequent Trading Policies. The Portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares. The prospectuses for the Portfolios describe any such policies and procedures. The frequent trading policies and procedures of a Portfolio may be different, and more or less restrictive, than the frequent trading policies and procedures of other Portfolios and the policies and procedures we have adopted to discourage market timing and other programmed, large, frequent, or short-term transfers. Contract Owners should be aware that we are contractually obligated to provide Contract Owner transaction data relating to trading activities to the underlying Funds on written request and, on receipt of written instructions from a Fund, to restrict or prohibit further purchases or transfers by Contract Owners identified by an underlying Fund as having engaged in transactions that violate the trading policies of the Fund.

Omnibus Orders. Contract Owners and other persons with material rights under the Contracts also should be aware that the purchase and redemption orders received by the Portfolios generally are "omnibus" orders from intermediaries such as retirement plans and separate accounts funding variable insurance contracts. The omnibus orders reflect the aggregation and netting of multiple orders from individual contract owners of variable insurance contracts and individual retirement plan participants. The omnibus nature of these orders may limit each Portfolio's ability to apply its respective frequent trading policies and procedures. We cannot guarantee that the Portfolio 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 Contract Owners of Portfolio shares, as well as the contract owners of all of the variable annuity or variable life insurance policies whose variable Investment Options correspond to the affected Portfolios. In addition, if a Portfolio believes that an omnibus order we submit may reflect one or more transfer requests from Contract Owners engaged in market timing and other programmed, large, frequent, or short-term transfers, the Portfolio may reject the entire omnibus order and thereby delay or prevent us from implementing your request.

Administrative Practices Regarding Transfers: All transfers among Subaccounts will be processed to receive the next available price. If your request arrives at Union Central Life after the close of regular trading on the New York Stock Exchange, whether the close is at 4:00 p.m. Eastern Time or at some earlier or later hour, your instructions will be processed to receive the price as of the following valuation date. You may only make one transfer per day. We will send you a written confirmation of all transfers within five business days. However, if we cannot complete a transfer as requested, our customer service representative will contact you in writing. CAUTION: We will act on instructions from anyone who provides the necessary information; we will not be able to verify that the person providing electronic transfer instructions via Service Central is you or is authorized by you.

You may make transfers, including Portfolio Rebalancing, Dollar Cost Averaging, and Interest Sweep, by telephone.

Telephone Transfers: You are eligible to make transfers, including Portfolio Rebalancing, Dollar Cost Averaging, and Interest Sweep, pursuant to telephone instructions unless you tell us in writing that you do not want to make transfers by telephone.

Telephone transfer instructions may be made by calling 1-800-319-6902 between 8:00 a.m. and 6:00 p.m. (Eastern Time) on days when we are open for business. Each telephone exchange request must include a precise identification of your Contract and other designated identifiers. We may accept telephone exchange requests from any person who properly identifies the correct Contract number and other designated identifiers. Thus, you risk possible loss of interest, capital appreciation and principal in the event of an unauthorized telephone exchange. Neither we nor the Funds nor Ameritas Investment Corp. (the principal underwriter of the Contracts) will be liable for complying with telephone instructions we reasonably believe to be authentic, nor for any loss, damage, cost or expense in acting on such telephone instructions, and you will bear the risk of any such loss. We will employ reasonable procedures to confirm that telephone instructions are genuine. If we do not employ such procedures, we may be liable for losses due to unauthorized or fraudulent instructions. Such procedures may include, among others, requiring forms of personal identification prior to acting upon telephone instructions, sending you written confirmation of such transactions, or recording of telephone transfer request instructions received from you. We may record all or part of any telephone conversation relating to transfer instructions without prior disclosure.

Telephone instructions apply only to previously invested amounts and do not change the investment of any future premiums paid under the Contract. You may change allocations of future premium payments by providing us new instructions in a form acceptable to us.

Note: During periods of drastic economic or market changes, telephone transfers may be difficult to implement. At such times, requests may be made by regular or express mail and we will process them pursuant to the terms and restrictions already described in this section.

We reserve the right to modify, suspend or discontinue the telephone transfer privilege at any time and without prior notice.

You may pre-arrange certain types of transfers, including ones in connection with Dollar Cost Averaging, Portfolio Rebalancing and Interest Sweep programs.

Special Transfers - Dollar Cost Averaging

We administer a dollar cost averaging ("DCA") program that enables you to pre-authorize a periodic exercise of your right to transfer amounts among Subaccounts. By entering into a DCA agreement, you instruct us to transfer monthly (as of the first business day of the month) a predetermined dollar amount from the Money Market Subaccount to other Subaccounts until the amount in your Money Market Subaccount is exhausted. The minimum amount of a DCA transfer is $100 and $25 per Subaccount. You may terminate your DCA agreement at any time by notifying us in writing at least five business days prior to the next scheduled transfer date. If you use the telephone procedures described above, the termination would become effective the same day, so long as your call was received by the time the New York Stock Exchange closes on that day.

Transfers made pursuant to the DCA program are not subject to a transfer charge and do not affect your Contract right during the Pay-in Period to make up to twelve transfers each Contract Year without charge.

By allocating specific amounts on a regularly scheduled basis, as opposed to allocating the total amount at one particular time, you may be less susceptible to the impact of market fluctuations. There is no guarantee, however, that such an investment method will result in profits or prevent losses.

If you are interested in the DCA program, you may elect to participate in it either by submitting a written application or by telephone request as described above. We reserve the right to alter the terms or suspend or eliminate the availability of the DCA program at any time.

Portfolio Rebalancing Plan

You may elect to establish a Portfolio Rebalancing Plan. Under such a plan, you may tell us either by submitting a written application or by telephone request (as described above) the percentage levels you would like to maintain among the Subaccounts. On a quarterly, semi-annual or annual basis (as you select), we will automatically rebalance your Variable Account to maintain the indicated percentages by transfers among the Subaccounts. The entire value of your Variable Account must be included in your Portfolio Rebalancing Plan. If you make transfers without changing your Portfolio Rebalancing Plan instructions, at the next rebalancing, your balances will be reallocated according to your Portfolio Rebalancing Plan. Other investment programs, such as the DCA program, Interest Sweep Plan, or other transfers or withdrawals may not be appropriate in concert with the Portfolio Rebalancing Plan. Transfers made pursuant to the Portfolio Rebalancing Plan are not subject to a transfer charge and do not affect your right to make up to twelve free transfers each Contract Year during the Pay-in Period. You may terminate your Portfolio Rebalancing Plan at any time by notifying us in writing at least five business days prior to the date of the next rebalancing. If you use the telephone procedures described above, the termination would become effective the same day, so long as your call was received by the time the New York Stock Exchange closes on that day.

The Portfolio Rebalancing Plan is not available for amounts in the Guaranteed Account. We reserve the right to alter the terms or suspend or eliminate the availability of the Portfolio Rebalancing Plan at any time.

Interest Sweep Plan

If you have an allocation in the Guaranteed Account, you may elect (either by submitting a written application or by telephone request as described above) to have the interest credited to the Guaranteed Account periodically transferred (or "swept") into specified Subaccounts. The sweep may be done on a quarterly, semi-annual or annual basis. You may terminate your Interest Sweep Plan at any time by notifying us in writing at least five business days

prior to the date of the next periodic sweep. If you use the telephone procedures described above, the termination would become effective the same day, so long as your call was received by the time the New York Stock Exchange closes on that day. Transfers made pursuant to the Interest Sweep Plan are not subject to a transfer charge and do not affect your right to make up to twelve free transfers each Contract Year during the Pay-in Period. We reserve the right to alter the terms or suspend or eliminate the availability of the Interest Sweep Plan at any time.

Asset Allocation Programs are intended to mitigate investment risk. There is still a risk that investing pursuant to a model will lose value.

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. We also obtain research and business support services relating to models from unaffiliated consultants. We pay for these consultant services, at no additional cost to Policy Owners.

To assist you in your selection of an asset allocation model, our Asset Allocation Program (the "Program") uses fund-specific model recommendations developed by our affiliate, Summit Investment Advisors, Inc. ("Summit"). These model recommendations are offered to you through an agreement between Union Central Life and Summit. The Program consists of five models, ranging from aggressive to conservative. Summit provides Ameritas Investment Corp. ("AIC"), our affiliate, with ongoing recommendations and monitoring of the portfolios that comprise the models.

To participate in the Program:

- AIC will serve as your investment adviser fiduciary for the Program solely for purposes of development of the models and periodic updates to the models. You must give AIC your written consent and discretionary authority for AIC to give us instructions to allocate your premiums (or, for an existing Policy, Policy value) pursuant to the allocations of the model you select. AIC will also periodically instruct us to change your allocations consistent with any changes to the model made by AIC as recommended by Summit. AIC has no discretionary authority to execute any other transfers for your Policy.
- You must complete the Asset Allocation questionnaire.
- 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 neither it nor AIC will make this decision for you. 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.
- 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 daily on our website and is available upon request.
- At least annually, AIC will re-evaluate and may make changes to each investment level model based upon Summit's recommendations. When AIC updates the models, we will send you written notice of the updated models at least 30 days in advance of the date the updated models are to be effective. If you wish to accept the changes in your selected model, you will not need to take any action, as your Policy value and any subsequent premium will be automatically reallocated pursuant to the updated model. If you do not wish to accept the changes to your selected model, you can change to a different model or withdraw from the Program.
- If you are currently participating in a Program model and you make changes to your allocations outside the model, you will not receive future notifications of model changes. You will then be considered as having withdrawn from the Program and as having cancelled your relationship with AIC for purposes of implementing the Program with your Policy. For this reason, you will not be able to execute trades online if you participate in the Program. You will be required to talk to a Service Center representative if you are in the Program, but wish to make a transfer or trade. The Service Center representative will explain to you, prior to executing any telephone transaction, that your election to execute a trade will result in the discontinuance of the Program for your Policy. **Additional safeguards apply if your Policy has the GLWB rider (See the GLWB Rider section, Asset Allocation.).**
- If participation in the Program terminates, including by death of the Owner, Policy value will not be reallocated automatically if the model is changed, and thus will not reflect the most current allocation recommendations. Any additional premiums received after the death of the Owner will be returned.

Potential Conflicts of Interest
AIC and Summit may be subject to competing interests that have the potential to influence their decision making with regard to the models. AIC is compensated by us as principal underwriter for the Policies. Summit is compensated by us for its fund-specific model recommendations, and its ongoing oversight of the available investment options. We may receive fees for administrative services from other portfolios in the models. This additional compensation and related responsibilities may create conflicts of interest as AIC determines what portfolios should be in the models. Also, Calvert Variable Portfolios, Inc. and Calvert Variable Series, Inc. (the "Calvert Funds"), which are part of the UNIFI Mutual Holding Company and therefore are affiliated with us, have portfolios offered through the Policy. The Calvert Funds are advised by Calvert Investment Management, Inc. ("CIM"), an affiliate of ours, and certain of the Calvert Funds are subadvised by Summit, also an affiliate of ours. CIM and Summit are compensated for advisory oversight, subadvisory, and administrative services. Calvert Fund portfolios may or may not be included in the models. Summit may have an incentive to recommend certain portfolios that have administrative, advisory or subadvisory services provided by CIM and Summit. As a result of the competing interests the affiliated parties face in this Program, there is an increased potential risk of a conflict of interest in these arrangements.

The GLWB rider requires that, beginning on the rider activation date, you may participate only in certain Program models. The models currently available for use with the GLWB rider are: Capital Growth (only in the State of New York), Balanced, Moderate, and Conservative; for more information on these models, see your variable annuity application. The GLWB rider will terminate if you withdraw from a designated model or allocate any portion of your subsequent premium payments to an investment option that is not consistent with the listed models.

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 lose value. For information about risks of participating in the Program and more detail about the Program, including more information about conflicts of interest, ask for a copy of this prospectus' Statement of Additional Information. More information about AIC's role as investment adviser for the Program is available on AIC's Form ADV Part 2A, Appendix 1 which is delivered to you at the time you subscribe to the Program. We may modify or discontinue the Asset Allocation program at any time.

Full or partial surrenders give you access to your Contract's Accumulation Value. Surrender charges and penalty taxes may apply to some surrenders.

Surrenders

Please note: If required under federal law, we may have to block your Contract and refuse to honor any request for transfers, surrenders, or death benefits until instructions are secured from the appropriate regulator.

You may make cash withdrawals (surrenders) of all or part of your Contract's Accumulation Value at any time during the Pay-in Period (subject to any restrictions imposed in connection with your retirement plan). Surrender requests must be made in writing according to our procedures. Surrenders cannot be made by telephone. We will allow facsimile request forms and signatures to be used for the purpose of a written notice authorizing withdrawals from your Contract. You may complete and execute a withdrawal form and send it to our Service Center fax number, 402-467-7335. We offer this method of withdrawal as a service to meet your needs when turnaround time is critical. However, by not requiring an original signature, there is a greater possibility that unauthorized persons can manipulate your signature and make changes on your Contract (including withdrawals) without your knowledge.

Surrenders include, but are not limited to, transactions commonly referred to as withdrawals, external transfers, rollovers and exchanges under Section 1035 of the Code. The amount available is your Contract's Accumulation Value at the end of the valuation period during which we receive the proper written request, minus any surrender charges, administration fee and premium taxes not previously deducted. Surrenders from the Variable Account generally will be paid within seven days of receipt of the written request. For surrenders from the Guaranteed Account, see page 31. For restrictions applicable to certain surrenders under Contracts issued in connection with plans adopted pursuant to Section 403(b) of the Code, see APPENDIX B – IRA DISCLOSURE STATEMENT.

The minimum partial surrender is $100 or the entire amount in the Investment Option, whichever is less. If the amount remaining in the Investment Option would be less than $25 after the surrender (and deduction of the surrender charge, if any), then the request will be considered to be a request for surrender of the entire amount held in the Investment Option. If a partial surrender plus any surrender charge would reduce the Contract's Accumulation Value to less than $100, then a request for a partial surrender will be treated as a total surrender of the Contract and the entire Accumulation Value, less any charges, will be paid out.

Under certain circumstances, surrenders will be subject to surrender charges, described at page 12. Under certain circumstances, surrenders may also be subject to a 10% tax penalty.

The full Contract fee, if applicable, will also be deducted from your Contract at the time of total surrender regardless of the date of surrender. For total surrenders, any surrender charge and Contract fee will be deducted from the amount paid.

We will implement partial surrenders by canceling Accumulation Units in an amount equal to the withdrawal and any applicable surrender charge. You may designate the Investment Option from which your surrender should be made. If you make no designation, your requested amount will be withdrawn from each of your Investment Options (in the proportion the Investment Option bears to your Accumulation Value). The surrender charge, if any, will be deducted from the value remaining after payment of the requested amount, or from the amount paid if the entire amount in an Investment Option is surrendered.

Since you assume the investment risk with respect to amounts allocated to your Variable Account (and because there are certain charges), the total amount paid upon total surrender of your Contract (including any prior surrenders) may be more or less than the total premiums that you paid.

Personal Income Plans allow you to pre-arrange surrenders.

Personal Income Plan

We administer a Personal Income Plan ("PIP") that enables you to pre-authorize periodic surrenders by entering into a PIP agreement with us that instructs us to withdraw a level dollar amount or percentage of your Contract's Accumulation Value on a monthly, quarterly, semi-annual or annual basis, or authorizes us to calculate and distribute a required minimum distribution every year. To the extent that the total of PIP surrenders in a Contract Year exceeds 10% of your Accumulation Value (in the initial year, as of the date we approve the PIP agreement; in subsequent years, as of the first day of that Contract Year), a surrender charge may be applicable. PIP surrenders may also be subject to the 10% federal tax on early withdrawals.

Loans (403(b) PLANS ONLY)

Loans are available for Tax Sheltered Annuities under IRC Section 403(b). Each loan must be:

- requested and repaid prior to the Maturity Date.
- at least $2,500 but not more than $50,000 (including the sum of the new loan and the highest outstanding loan balance(s) during the last 12 months).
- equal to or less than 50% of the cash value of the Guaranteed Account.
- repaid in substantially equal payments, at least quarterly, over a period of 5 years (10 years if used to acquire a primary residence).
- automatically defaulted and treated as a deemed distribution (or actual distribution, if circumstances allow) if scheduled payments are not received by the due date or within the grace period.

Guaranteed Lifetime Withdrawal Benefit ("GLWB")

A Guaranteed Lifetime Withdrawal Benefit ("GLWB") rider is part of your Contract at the time of issue if the Contract issue date is on or after November 5, 2007, and if the rider is approved in your state. The rider may be issued in its Inactive Phase for any issue age 0 – 85. It may be issued in an active status when the Contract Owner is age 50 – 85 (age 60 – 85 for Contracts issued in New York). Active status riders will be either in the Accumulation Phase or the Withdrawal Phase. You may activate the rider subject to the terms and conditions stated below.

The GLWB rider provides a withdrawal benefit that guarantees a series of annualized withdrawals from the Contract, regardless of the Contract's Accumulation Value, until the death of the last surviving Covered Person. Guarantees, which are obligations of the general account, are subject to the claims paying ability of the Company and do not apply to the performance of the underlying investment options available with this product.

GLWB Definitions

Benefit phases are defined as:

- **Inactive Phase.** The period of time when this rider is inactive. The Contract Owner chooses when to end the Inactive Phase, but it cannot end before the Youngest Age 50 (age 60 in New York).
- **Accumulation Phase.** The period of time between the Rider Activation Date and the first date of the Withdrawal Phase.
- **Withdrawal Phase.** The period of time beginning with the occurrence of the first withdrawal as outlined in the Withdrawal Phase section, below.
- **Guaranteed Phase.** The period of time during which Lifetime Withdrawal Benefit Amount payments continue to be made, although the Contract's Accumulation Value has been reduced to zero.

Benefit Base. The amount used in conjunction with a lifetime distribution factor to determine the Lifetime Withdrawal Benefit Amount.

Covered Person(s) *.

- The Owner(s) of the Contract or;
- The Annuitant(s) if the Owner of the Contract is a non-natural person, such as a trust or;
- The spouses at the time the joint spousal option is selected (the joint spousal option is not available in New York). Once the rider is activated, no changes to the Covered Persons will be permitted.

* Only one Covered Person is allowed for Contracts issued in New York. Therefore, for Contracts issued in New York, phrases such as "Covered Person(s)" or "last surviving Covered Person" refer to the Covered Person.

Excess Withdrawal. The portion of any withdrawal taken during the Withdrawal Phase that makes the total of all withdrawals in a Rider Year exceed the Lifetime Withdrawal Benefit Amount in that Rider Year.

Lifetime Withdrawal Benefit Amount ("LWBA"). The maximum amount that can be withdrawn under this rider during a Rider Year without reducing the Benefit Base.

Maximum Anniversary Contract Value. The highest Accumulation Value on any Contract anniversary during the 10-year period after the later of the Rider Activation Date or the most recent reset date.

Monthly Anniversary. The same date in a succeeding month as the Contract Date.

Premium Accumulation Value. The sum of premiums paid accumulated at an annual compound rate of interest for a 10-year period during the Accumulation Phase. (For Contracts issued in New York, the premiums paid and simple interest credited on the premiums paid for a period of time during the Accumulation Phase.) The period of time is a ten-year period beginning with the later of the Rider Activation Date or the most recent reset date.
The rate of interest is:

- 5% for the Rider Year in which no withdrawal is taken (6% for Contracts issued in New York)
- 0% for the Rider Year in which a withdrawal is taken

The initial Premium Accumulation Value is determined as follows:

- If the Rider Activation Date is the same as the Contract Date, it is equal to the initial premium.
- If the Rider Activation Date is after the Contract Date, it is equal to the Contract's Accumulation Value as of the Rider Activation Date.

Remaining Balance. The most recently determined Benefit Base minus the sum of all withdrawals made since the later of the beginning of the Withdrawal Phase or the most recent step-up of the Benefit Base. The Remaining Balance will never be less than zero.

Rider Activation Date. The end of the Inactive Phase and the beginning of the Accumulation Phase or the Withdrawal Phase. It must coincide with a Monthly Anniversary and cannot occur before the Youngest Age 50 (age 60 in New York).

Rider Year. For the first Rider Year, the period of time from the Rider Activation Date to the next Contract anniversary. Subsequent Rider Years will coincide with Contract Years.

RMD. The required minimum distribution amount as defined by Internal Revenue Code Section 401(a)(9) and related Code provisions. It is based on the previous year-end Contract's Accumulation Value of only the Contract to which the rider is attached, including the present value of additional benefits provided under the Contract and any other riders attached to the Contract to the extent required to be taken into account under IRS guidance.

Youngest Age. The attained age of the youngest Covered Person.

Inactive Phase

The following apply during the Inactive Phase:

- No charges for the rider will be deducted from the Contract's Accumulation Value.
- No restrictions are imposed on withdrawals other than those provided by the base Contract.
- No restrictions are imposed on asset allocations other than those provided by the base Contract.
- No determinations are made of Premium Accumulation Value, Maximum Anniversary Contract Value, or Benefit Base as they apply to the benefits and provisions of the GLWB rider.

The end of the Inactive Phase coincides with the Rider Activation Date.

Activation of Rider

Rider Activation Date

The rider will be activated on the Monthly Anniversary following our receipt of the properly completed service form and your written consent granting AIC discretionary authority as described in the Asset Allocation Program section and below, but no earlier than the Youngest Age 50 (age 60 in New York). Before the rider is activated, any outstanding loan(s) must be repaid. Once the rider is activated, no Contract loans may be taken.

Rider Charges

The monthly charge for the rider is listed on your Contract specifications page. The Guaranteed Maximum Charge is shown in the **SUMMARY OF EXPENSES** section of this prospectus and other information about the rider charges is discussed in the **CHARGES AND OTHER DEDUCTIONS** section.

Asset Allocation

Beginning on the Rider Activation Date, the GLWB rider limits individual transfers and future premium allocations otherwise permitted by the Contract. By activating the rider, you agree that your Contract's Accumulation Value will be invested in one of certain allowable allocation models while the rider is active, and you agree to a rebalancing schedule. The models currently available for use with the GLWB rider are: Capital Growth (only in the State of New York), Balanced, Moderate, and Conservative. You are permitted to transfer your Contract's total Accumulation Value from one allowable allocation model to another allowable allocation model. AIC will serve as your investment adviser fiduciary solely for purposes of development of the asset allocation models and periodic updates to the models or deletion of models available under the GLWB.

The conditions of the Asset Allocation Program will apply. However, changes to your allocations outside the allowable models will terminate the rider. Only you can select the allowable asset allocation model best for you. AIC will not make this decision for you.

Premium payments made during the Accumulation Phase and Withdrawal Phase will be credited proportionally to the Subaccounts contained in the asset allocation model you select. All withdrawals will be deducted proportionally from the Subaccounts in your asset allocation model.

We have the right to discontinue access to an asset allocation model. (We will not discontinue asset allocation models for Contracts issued in the State of New York.) If an asset allocation model will be discontinued, we will notify you within 30 days prior to the change. If after 30 days you have not selected another allowable asset allocation model, we will transfer all funds from the discontinued asset allocation model to a default model as specified in the notice. You may later request to transfer your total Accumulation Value from the default model to any of the remaining asset allocation models. We provided notice through a supplement dated March 16, 2012 that we planned to discontinue the Capital Growth model for GLWB riders active in states other than New York. Contract Owners using that model could select any remaining asset allocation model available with the GLWB rider. If another available asset allocation model was not selected prior to May 1, 2012, we transferred total Contract value from the Capital Growth model to the Balanced model at the close of business on April 30. Contract Owners with values transferred by us to the Balanced model may request to transfer of total Contract value from the Balanced model to either of the remaining asset allocation models (Moderate or Conservative).

We will notify you in the event any transaction you request will involuntarily cause your GLWB rider to terminate for failure to invest according to an allowable asset allocation model. We will require you to sign a form to terminate your GLWB rider and request the investment option change. Until the service form is received in good order in our office, we will not complete your requested change.

Single Life Option – Rider Election by Surviving Spouse

This section applies only to Contracts issued as tax non-qualified, or to Contracts issued as Regular, SEP, SIMPLE, or Roth IRAs. The rider is not available to a surviving spouse when the single life option was selected and the Contract was issued under a qualified plan established by the applicable provisions of Internal Revenue Code Sections 401, 403(b) and 457.

If the Covered Person dies during the Accumulation Phase of the rider and if the surviving spouse of the deceased Covered Person elects to continue the Contract in accordance with its terms, the surviving spouse may elect to add the rider for his or her life.

a. If the surviving spouse has not reached attained age 50 (age 60 in New York), the rider will become inactive and will enter the Inactive Phase.
b. If the surviving spouse has reached attained age 50 (age 60 in New York), the rider may be activated into the Accumulation Phase and the Premium Accumulation Value and Maximum Anniversary Value will be set equal to the Contract's Accumulation Value. The charge for the rider will equal the charge in effect for new issues of the same rider and will not exceed the maximum charge as stated in this prospectus.

If the Covered Person dies during the Withdrawal Phase, and if the surviving spouse of the deceased Covered Person elects to continue the Contract in accordance with its terms, the surviving spouse may continue the Contract and the rider. The LWBA in effect on the date of the Covered Person's death will be paid until such time that the Remaining Balance is reduced to zero. No step-up of the Benefit Base is available after the Covered Person's death.

Joint Spousal Option – for Non-Qualified and IRA Plans

Effective May 1, 2010, the joint spousal option is available for Policies issued as Regular, SEP, or Roth IRAs (together referred to as "IRAs"). (Policies issued prior to that date were permitted to be issued under the joint spousal option only if they were tax non-qualified.) Additional conditions for IRAs with the joint spousal rider include that the spouse must be the primary beneficiary of the Owner. The joint spousal option is not available in New York. **You should consult a competent tax adviser to learn how tax laws may apply to your interests in the Policy.**

Accumulation Phase

Reset Feature

On each Contract anniversary during the Accumulation Phase, the Premium Accumulation Value will be reset to the Contract's Accumulation Value, if it is greater. (For Contracts issued in the State of New York, within 30 days prior to each Contract anniversary, during the accumulation phase, we will notify you of your option to reset. You will have the option to reset the Premium Accumulation Value to the Accumulation Value, if it is greater. If you do not instruct us to reset, the reset feature will be suspended for the current Contract Year. Your written notice to reset must be received by us no later than 10 days prior to the Contract anniversary.)

At the time of a reset:

1. A new 10-year period begins for:
   a. Premium Accumulation Value; and,
   b. Comparison of anniversary Contract values to determine the Maximum Anniversary Contract Value.
2. The charge for the rider will equal the charge in effect for new issues of the same rider.

The following conditions also apply at the time of a reset, except for those Contracts issued in New York:

3. If the charge increases, we will notify you within 30 days prior to the Contract anniversary. The charge for the rider will be specified in the notice and will not exceed the maximum charge as stated in this prospectus.
4. You can decline the charge increase by sending us written notice no later than 10 days prior to the Contract anniversary. If you decline the charge increase, the reset feature will be suspended and the charge percentage will remain unchanged for the current Contract Year. On each subsequent Contract anniversary during the Accumulation Phase you will have the option to accept any available reset.

On and after each reset, the provisions of the rider will apply in the same manner as they applied when the rider was originally activated. The deduction of charges, limitations on withdrawals, and any future reset options available on and after the most recent reset will again apply and will be measured from the most recent reset.

Withdrawals

You are permitted to make one withdrawal per Rider Year during the Accumulation Phase without initiating the Withdrawal Phase. You must indicate your wish to exercise this provision at the time you request the withdrawal. The withdrawal can be no sooner than 30 days after the Contract Date. A second request for a withdrawal in a Rider Year will automatically transition the rider to the Withdrawal Phase, as described below.

A withdrawal will reduce the Premium Accumulation Value and the Maximum Anniversary Contract Value in the same proportion that the withdrawal amount has to the Accumulation Value prior to the withdrawal. The Premium Accumulation Value and Maximum Anniversary Contract Value after the withdrawal, respectively, will be equal to (a), minus the result of multiplying (a) by the quotient of (b) divided by (c) as shown in the following formula:

$$a - (a * (b / c))$$

where:
a = Premium Accumulation Value or Maximum Anniversary Contract Value prior to the withdrawal;
b = withdrawal amount;
c = Contract Accumulation Value prior to the withdrawal

Taking a withdrawal under this provision will reduce the annual rate of interest applicable to the Premium Accumulation Value to 0% for the Rider Year in which the withdrawal is taken.

Withdrawal Phase

You may choose to begin withdrawal payments no sooner than 30 days after the Contract Issue Date and no later than 60 days after the date we receive the properly completed service form in our office.

Benefit Base
The Benefit Base is established at the beginning of the Withdrawal Phase. It is not used to determine other benefits or features of the Contract or the rider.

The initial Benefit Base equals the greatest of the following, determined at the beginning of the Withdrawal Phase:

- Contract Accumulation Value
- Premium Accumulation Value
- Maximum Anniversary Contract Value

The Benefit Base is adjusted downward due to an Excess Withdrawal and upward due to step-up or additional premium payments.

Lifetime Withdrawal Benefit Amount
We guarantee, as an obligation of our general account, that you can withdraw up to the LWBA during the Withdrawal Phase, regardless of the Contract's Accumulation Value, until the death of the last surviving Covered Person. Total withdrawals in a Rider Year that do not exceed the LWBA will not be subject to withdrawal charges as provided by the base Contract.

The LWBA is determined by applying the lifetime distribution factor to the Benefit Base. The lifetime distribution factor corresponds to the Youngest Age at the beginning of the Withdrawal Phase. The lifetime distribution factor is established from the following schedule; it never changes once it is established:

In all States other than New York:

- 4.0% - ages 50 through 54
- 4.5% - ages 55 through 59
- 5.0% - ages 60 through 64
- 5.5% - ages 65 through 69
- 6.0% - ages 70 through 74
- 6.5% - ages 75 through 79
- 7.0% - age 80 and older

In New York:

- 4.5% - ages 60 through 64
- 5.0% - ages 65 through 74
- 5.5% - ages 75 through 79
- 6.0% - ages 80 through 84
- 7.0% - ages 85 through 89
- 7.5% - age 90 and older

At any time that the Benefit Base is adjusted, the LWBA is re-determined by applying the lifetime distribution factor to the adjusted Benefit Base.

You have the choice of receiving withdrawals on an annual, semi-annual, quarterly, or monthly basis. If periodic withdrawals would be or become less than $100, we will change the frequency of withdrawals to an interval that will result in a payment of at least $100.

Impact of Withdrawals on Benefit Base
Withdrawals taken during the Withdrawal Phase may impact the Benefit Base. Total withdrawals in a Rider Year up to the LWBA will not reduce the Benefit Base and will not impact the LWBA. Also, if you are required to take RMD from the Contract and the RMD exceeds the LWBA, the portion of the RMD that is greater than the LWBA will not be treated as an Excess Withdrawal. However, any withdrawal amount that causes total withdrawals in a Rider Year to exceed the greater of the LWBA or the RMD will be treated as an Excess Withdrawal.

At the time a withdrawal is taken, if the total withdrawals in a Rider Year exceed the LWBA, the excess will be considered as an Excess Withdrawal. Excess Withdrawals will proportionally reduce the Benefit Base. The proportional reduction in the Benefit Base is equal to the quotient of (x) divided by the result of subtracting (z) minus (x) from (y):

$$\frac{x}{(y-(z-x))}$$

where:
x = Excess Withdrawal amount with respect to LWBA;
y = Contract Accumulation Value immediately prior to the withdrawal;
z = total amount of the current withdrawal.

A reduction in the Benefit Base will reduce the LWBA. No Excess Withdrawals will be allowed when the Contract's Accumulation Value is zero. If an Excess Withdrawal reduces the LWBA to an amount less than $100, we will pay the Remaining Balance in a lump sum. The rider and its benefits will be terminated.

Step-Up of Benefit Base
On each Contract anniversary during the Withdrawal Phase, we will compare the Contract's Accumulation Value to the Benefit Base. If the Contract's Accumulation Value is greater than the Benefit Base on any anniversary, we will increase the Benefit Base to equal the Contract's Accumulation Value and recalculate the LWBA, which will increase the LWBA.

Additional Premiums

Additional premium payments made during the Withdrawal Phase will:

1. increase the Contract's Accumulation Value according to the provisions of the Contract; and,
2. increase the Benefit Base; and,
3. increase the LWBA.

Premium payments made during the Withdrawal Phase may not exceed $100,000 during a Contract Year without our prior approval. Premium payments will not be accepted if the Contract's Accumulation Value is zero.

Guaranteed Phase

If a withdrawal (including an RMD) reduces the Contract's Accumulation Value to zero and at least one Covered Person is still living, the following will apply:

a. the monthly rider charge will no longer be deducted; and,
b. the LWBA will be provided until the death of the last surviving Covered Person under a series of pre-authorized withdrawals according to a frequency selected by the Owner, but no less frequently than annually; and,
c. no additional premiums will be accepted; and,
d. no additional step-ups will occur; and,
e. any Remaining Balance will not be available for payment in a lump sum and may not be applied to provide payments under an annuity option; and,
f. the Contract and any other riders will cease to provide any death benefits.

Death Benefit

Upon the death of the last Covered Person, the Beneficiary will select to receive either the Death Benefit as provided by the Contract and other riders, as applicable, or the distribution of the Remaining Balance accomplished through the payment of the LWBA subject to the IRS regulations as relating to RMD until such time that the Remaining Balance is zero.

If the last surviving Covered Person dies and the Contract's Accumulation Value is zero as of the date of death, any Remaining Balance of the Benefit Base will be distributed to the Beneficiary through the payment of the LWBA until such time that the Remaining Balance is zero.

Termination of Rider

Except as otherwise provided under the Continuation of Rider by Surviving Spouse for Single Life Option, the rider will terminate without value on the earliest occurrence of any of the following dates:

1. the date of death of the last surviving Covered Person;
2. the date there is a change of Contract Owner;
3. the date annuity payments commence under an annuity income option as described in the Contract;
4. the date an Excess Withdrawal is taken such that the LWBA is less than $100;
5. the date any asset allocation requirement is violated;
6. the date a loan is taken from the Contract, as applicable, during the Accumulation Phase or the Withdrawal Phase;
7. the date the Owner(s) provide us with written notice to terminate either the rider or the Contract.

(For Contracts issued in New York, except as otherwise provided under the Continuation of Rider by Surviving Spouse, this rider, the monthly fee, and every benefit this rider provides will terminate without value on the monthly activity date on which we execute your instruction to:

1. change ownership or the covered person after moving to the Accumulation or Withdrawal Phases;
2. annuitize under an annuity option as described in the Contract;
3. process an excess withdrawal such that the lifetime withdrawal benefit amount is less than $100;
4. violate any investment restriction in any manner;
5. process a loan from the Contract, as applicable, during the accumulation phase or the withdrawal phase;
6. terminate either this rider or the Contract according to written notice provided to us by the Owner.)

If annuity payments are to commence under number 3 above (item 2 for New York), at the maximum Maturity Date the Owner may select one of the following options:

a. apply the Contract's Accumulation Value under an annuity income option described in the Contract, or
b. receive periodic annualized payments equal to the LWBA that would otherwise be determined at that time through a life contingent annuity.

BENEFITS UNDER THE CONTRACT

During the Pay-in Period, a death benefit at least equal to the Adjusted Sum of Premium Payments will be paid to your Beneficiary upon your death.

Death Benefits

If you are the Annuitant and you die during the Pay-in Period, then a death benefit will be paid to your Beneficiary, but if you are not the Annuitant, and the Annuitant dies during the Pay-in Period, you will be treated as the Annuitant until you name a new Annuitant. If you are not the Annuitant, and you are a trust or corporation or some other entity that is not a living person, and the Annuitant dies during the Pay-in Period, we will pay the death benefit to your designated Beneficiary.

Subject to state insurance law, the death benefit will be the greater of:

- the Contract's Accumulation Value on the date we receive Due Proof of Death and each of the Beneficiaries' elections or instructions for payment; or
- the Adjusted Sum of Premium Payments, determined as follows:
  - as of the day we receive a premium, the sum is increased by the amount of that premium; and
  - as of the day a partial surrender is made, the sum is decreased by the same proportion as the Accumulation Value was decreased by that surrender.

Note that, in a declining market, where the Accumulation Value of your Contract has gone down, any partial surrender may have a magnified effect on the reduction of the death benefit.

Until we receive Due Proof of Death and instructions, in the proper form, from your Beneficiaries, your Contract will remain allocated to the Subaccounts you chose, so the amount of the Death Benefit will reflect the investment performance of those Subaccounts during this period. If your Contract has multiple Beneficiaries, we will calculate and pay each Beneficiary's share of the death benefit proceeds when we receive Due Proof of Death and instructions, in proper form, from that Beneficiary. The death benefit proceeds still remaining to be paid to other Beneficiaries will continue to fluctuate with the investment performance of the Subaccounts you chose, until each Beneficiary has provided us instructions in the proper form.

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 account.

If your spouse is your sole designated Beneficiary, the Contract will remain allocated to the Subaccounts you chose, even after we receive Due Proof of Death, until your spouse makes an election to either (1) continue the Contract as successor owner or (2) act as a Beneficiary and choose a payment option. If you are holding the Contract in a name other than your own (i.e., as trustee of a trust), or if you designate a trust as your Beneficiary, you should consult a tax adviser concerning how this may affect your spouse's Beneficiary rights under federal tax laws.

If your Beneficiary dies before, at the same time as, or within 30 days after your death, we will treat the Beneficiary's death as though it occurred before yours.

If the Annuitant dies during the Pay-out Period, we will provide the death benefit, if any, contained in the particular annuity benefit option elected. See page 29.

You select the Maturity Date (when you stop paying premiums and start receiving annuity benefit payments) and may change it subsequently by giving us 30 days' written notice.

Annuity Benefit Payments

Maturity Date—You may specify at the time of application the day that annuity benefit payments will commence under the Contract (the "Maturity Date"). You may change your Maturity Date at any time, provided we receive written notice of the change at least 30 days before the previously specified Maturity Date. The Maturity Date must be:

- at least one month after the Contract Date (thirteen months after in New Jersey and New York);
- the first day of a calendar month; and
- no later than the Annuitant's 95th birthday (particular retirement plans and certain states may apply different standards).

You select a Fixed or Variable Annuity Benefit Payment option at least 30 days prior to the Maturity Date.

Type of Income Payments—You may specify any proportion of your Contract's Accumulation Value (less premium taxes, if any) to be applied to a variable annuity or a fixed annuity. Variable annuity benefit payments will vary in accordance with the investment experience of the Subaccount(s) you select.

At least 30 days before the Maturity Date, you must select how your Contract's Accumulation Value will be used to provide the monthly annuity benefit payments. If no selection is made, we will provide a fixed annuity with the proceeds of your Accumulation Value at maturity.

If the total Accumulation Value to be applied to an annuity benefit option, in the aggregate, is less than $5,000 ($2,000 in Massachusetts, New York and Texas), we will have the option of paying the Accumulation Value in a lump sum. If the total first monthly payment (combined Fixed and Variable) determined under the annuity benefit option selected, in the aggregate, is less than $50 ($20 in New York), we may change the payment frequency of annuity benefit payments to quarterly, semiannually or annually, or, depending on state law, we may have the option of paying the Accumulation Value in a lump sum.

Variable Annuity Benefit Payments
If you select a variable annuity, the amount of the first monthly annuity benefit payment will be based on your Contract's Investment Option allocation and will be obtained from the appropriate Option Table in your Contract. Subsequent monthly income payments will vary based on the investment experience of the Subaccount(s) used to reserve for the annuity.

Amount of Variable Annuity Benefit Payments—The amount of Variable Annuity Benefit Payments will depend not only upon the investment experience of the Subaccounts you select, but also upon the amount of any premium tax, the age (and possibly sex) of the Annuitant, and the annuity benefit option chosen. We guarantee that the annuity benefit payments:

- will not be affected by any variation in the actual mortality experience of the Annuitants from what was assumed in determining the amount of the first monthly payment, and
- will not be affected by the actual amount of expenses we incur in administering the Contract.

Because Variable Annuity Benefit Payments will vary with the investment results of the Subaccounts, the amounts of those payments cannot be predetermined.

Fixed annuity benefit payments are based on interest credited at a guaranteed rate.

Fixed Annuity Benefit Payments
If you select a fixed annuity, the amount of the annuity benefit payments will be determined by applying the Accumulation Value you want to apply to a fixed annuity at rates at least as favorable as those in the applicable annuity Option Table, in accordance with the annuity benefit option elected. This will be done at the Maturity Date. The annuity Option Tables contained in your Contract state your minimum interest rate.

We guarantee the amount of Fixed Annuity Benefit Payments. The payment depends on the annuity benefit option elected, the amount of any premium tax, the age (and possibly sex) of the Annuitant, and the amount applied to purchase the fixed annuity.

No transfers may be made with respect to Fixed Annuity Benefit Payments.

A variety of annuity benefit payment options are available, including ones in which you receive payments for life or for the longer of life or a specified number of years and ones based on a single life or on the joint lives of two people.

Annuity Benefit Payment Options—You may elect a fixed annuity, a variable annuity, or a combination fixed and variable annuity. All of the annuity benefit options listed below (except the alternate annuity option) are available as either fixed or variable annuities.

Up to 30 days before the Maturity Date, you may change the annuity benefit option. If an option is chosen which depends on the continuation of the life of the Annuitant or of a contingent Annuitant, proof of age will be required before annuity benefit payments begin. The annuity benefit options include:

Option 1: Life Annuity—

- Nonrefund. We will make payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant. It is possible under this option that only one payment will be made if the Annuitant dies before a second payment is due, or that only two payments will be made if the Annuitant dies before the third payment, and so forth.

- 5-Years Certain. We will make payments for at least five years, and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the five-year period certain.

- 10-Years Certain. We will make payments for at least 10 years, and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period certain. (This option will apply unless you select a different option.)

- Installment Refund. We will make payments for a period certain and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the period certain. The number of period certain payments is equal to the amount applied under this option divided by the amount of the first annuity payment; provided, however, that the amount of the final period certain payment shall be multiplied by that part of the answer which is not a whole number.

Option 2: Joint and Survivor Life Annuity—

- Joint and Survivor Nonrefund. We will make payments during the joint lifetime of the Annuitant and contingent Annuitant. Payments will then continue during the remaining lifetime of the survivor of them. No payments are due after the death of the last survivor of the Annuitant and contingent Annuitant. It is possible under this option that only one monthly annuity payment will be made if the Annuitant and contingent Annuitant both die before the second payment is made, or that only two payments will be made if they both die before the third payment, and so forth.

- Joint and Survivor with 10-Year Certain. We will make payments for 10 years and after that during the joint lifetime of the Annuitant and contingent Annuitant. Payments will then continue during the remaining lifetime of the survivor of them. No payments are due after the death of the survivor of the Annuitant and contingent Annuitant or, if later, the end of the 10-year period certain.

Instead of a settlement in accordance with the annuity benefit options described above, you may choose an alternate type of fixed annuity payment. Such alternate annuity option shall be based on rates at least as favorable as those for fixed-dollar single-premium immediate annuities we are issuing on the Maturity Date. This alternate annuity option may only be elected within 30 days before the Maturity Date.

If the Annuitant dies on or after the Maturity Date, but before annuity benefit payments have been made for a guaranteed period, if any, we will continue payments to the Beneficiary until the rest of the guaranteed payments have been made. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in the annuity Option Table from which the payments were determined) and pay that sum to the estate of the last to die of the Annuitant and the Beneficiary.

THE GUARANTEED ACCOUNT

Interests in the Guaranteed Account are not securities and Union Central Life is not an investment company.

Premiums allocated to the Guaranteed Account and transfers to the Guaranteed Account become part of our general assets, which support our insurance and annuity obligations. Because of exemptive and exclusionary provisions, interests in the Guaranteed Account have not been registered under the Securities Act of 1933 ("1933 Act") nor is Union Central Life registered as an investment company under the Investment Company Act of 1940 ("1940 Act"). Accordingly, neither Union Central Life nor any interests in our general assets generally are subject to the provisions of the 1933 or 1940 Acts and it is understood that the SEC staff has not reviewed the disclosures in this prospectus which relate to the fixed portion of the Contract. Disclosures regarding the fixed portion of the Contract and Union Central Life, however, may be subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

General Description

The Guaranteed Account is the value of the Contract that is part of our general assets. You may elect to allocate up to 50% of your premiums to the Guaranteed Account, and you may also transfer values from your Variable Account to the Guaranteed Account, subject to a 30% cap per year as described on page 16. We bear the full investment risk for all amounts allocated or transferred to the Guaranteed Account, whereas you bear the investment risk for amounts allocated or transferred to your Variable Account. We have sole discretion to invest our general assets, including assets funding the Guaranteed Account, subject to applicable law. Assets in the Guaranteed Account are subject to claims by creditors of the Company.

We guarantee that amounts you allocate to the Guaranteed Account will accumulate at a rate of at least the guaranteed rate stated in your Contract. We may credit more than the guaranteed rate of interest at our discretion.

Guaranteed Account Accumulations

We guarantee that we will credit interest to the Guaranteed Account at a rate at least equal to the guaranteed rate stated in your Contract. Interest in excess of the guaranteed rate may be used in the calculation of the Guaranteed Account at such increased rates and in such a manner as we may determine. **Any interest credited to the Guaranteed Account in excess of the minimum guaranteed rate stated in your Contract will be determined in our sole discretion.**

We guarantee that, during the Pay-in Period, the Guaranteed Account of the Contract will be at least equal to:

- the total of all net premiums allocated to the Guaranteed Account; *plus*
- the total of all amounts transferred to the Guaranteed Account from the Variable Account; *minus*
- the total of all amounts transferred from the Guaranteed Account to the Variable Account (including the transfer fee); *minus*
- the total of any administration and/or Contract fees attributable to the Guaranteed Account; *minus*
- the total of all partial surrenders from the Guaranteed Account (including any surrender charge); *plus*
- interest accumulated in the Guaranteed Account (the minimum guaranteed interest rate varies according to state law and is stated in your Contract).

You may surrender all or part of your Guaranteed Account during the Pay-in Period, but we may delay paying your surrender proceeds for up to 6 months.

Surrenders

You may surrender all or part of your Guaranteed Account value at any time during the Pay-in Period prior to the death of the Annuitant. We intend to pay surrender requests upon receipt but reserve the right to delay payment of all surrenders from the Guaranteed Account for up to six months. Surrenders from the Guaranteed Account generally are subject to the same provisions that apply to surrenders from the Variable Account, discussed under "Surrenders" on page 22.

Transfers from the Guaranteed Account to the Variable Account may be made during the Pay-in Period. No more than the greater of 20% of your Guaranteed Account (as of the first day of the Contract Year) or $1,000, whichever is greater, may be so transferred in a Contract Year.

Transfers

Amounts may be transferred from the Guaranteed Account and Subaccounts, at any time during the Pay-in Period, and from the Subaccounts to the Guaranteed Account at any time during the Pay-in Period, after the first Contract Year. During the Pay-in Period, beginning with the second Contract Year, you may transfer up to 20% of the value of your Guaranteed Account (as of the first day of the Contract Year), or $1,000, whichever is greater, to one or more Subaccounts each Contract Year. The minimum amount that may be transferred is $300, or if less, the entire amount in the Investment Option.

GENERAL MATTERS

You designate a Beneficiary to receive benefits upon your death during the Pay-in Period or the death of the Annuitant during the Pay-out Period.

Designation of Beneficiary

The Beneficiary is the person (or persons) you designate as such in your application and is the person to whom benefits will be paid during the Pay-in Period upon your death, or the Annuitant's, if you are an Owner in the form of a trust or a corporation, or any other form than a living person. During the Pay-out Period, the Beneficiary is the person to whom any remaining benefits will be paid upon the death of the Annuitant. Subject to the terms of any existing assignment or the rights of any irrevocable Beneficiary, you may change the Beneficiary by providing us with written notice. Any change will be effective at the time you signed it. We will not, however, be liable as to any payment or settlement made prior to receiving the written notice. 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 there are joint Owners, the surviving joint Owner will be deemed the Beneficiary, and the Beneficiary named in the Contract application or subsequently changed will be deemed the contingent Beneficiary. If both joint Owners die simultaneously, the death benefit will be paid to the contingent Beneficiary.

If the Beneficiary is your surviving spouse, the spouse may elect either to receive the death benefit, in which case the Contract will terminate, or to continue the Contract in force with the spouse as Owner. The surviving spouse may not continue the Guaranteed Lifetime Withdrawal Benefit rider when the single life option was selected and the Contract was issued under an Internal Revenue Code Section 401, 403(b), or 457 qualified plan.

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

In the first 10 days after you receive your Contract, you may return it and receive a refund from which surrender charges are not deducted.

10-Day Right to Examine Contract

If you are not satisfied with the Contract, you may void it by returning it to us or our agent from which it was purchased within 10 days of receipt, or longer where required by state law. You will then receive a full refund of the Contract's Accumulation Value; however, where required by certain states, or if your Contract was issued as an Individual Retirement Account ("IRA"), you will receive either the premium paid or your Contract's Accumulation Value, whichever amount is greater.

Contract Owner's Inquiry

You may make inquiries concerning your Contract by calling us at 800-319-6902, or writing to the Client Service Office at P.O. Box 81889, Lincoln, NE 68501.

Contract Owner's Reports

Each calendar year quarter you will receive a report at your last known address showing the following information, as of the end of the current report period: Accumulation Value; Cash Surrender Value; amount of interest credited to the Guaranteed Account; change in value of the Variable Account; premiums paid since the last report; partial cash surrenders; expense charges; and any other information required by law. You will also receive an annual and a semi-annual report for each Portfolio underlying a Subaccount to which you have allocated Accumulation Value. In addition, when you pay premium payments, or if you transfer amounts or make partial cash surrenders, you will receive a written confirmation of these transactions. Confirmations of certain automated transactions will be included in the quarterly statement you receive. These include transactions such as applications of automatic premium payments, portfolio rebalancing, dollar cost averaging, and interest sweeps.

Please review your confirmations and quarterly statements carefully. If you find an error, please report it to us within 30 days of your receipt of the confirmation or statement.

FEDERAL INCOME TAX MATTERS

This discussion of how federal income tax laws may affect investment in your variable annuity is based on our understanding of current laws as interpreted by the Internal Revenue Service ("IRS"). It is **NOT** intended as tax advice. All information is subject to change without notice. We make no attempt to review any state or local laws, or to address estate or inheritance laws or other tax consequences of annuity ownership or receipt of distributions.

You should consult a competent tax adviser to learn how tax laws apply to your annuity interests.

Section 72 of the Internal Revenue Code of 1986, as amended, (the "Code") governs taxation of annuities in general and Code Section 817 provides rules regarding the tax treatment of variable annuities. Other Code sections may also impact taxation of your variable annuity investment and/or earnings.

Tax Deferrals During Accumulation Period
An important feature of variable annuities is tax-deferred treatment of earnings during the accumulation phase. An individual owner is not taxed on increases in the value of a Contract until a withdrawal occurs, either in the form of a non-periodic payment or as annuity payments under the settlement option selected.

Taxation of Withdrawals
Withdrawals are included in gross income to the extent of any allocable income. Any amount in excess of the investment in the Contract is allocable to income. Accordingly, withdrawals are treated as coming first from the earnings, then, only after the income portion is exhausted, as coming from principal.

If you make a withdrawal, not only is the income portion of such a distribution subject to federal income taxation, but a 10% penalty may apply. However, the penalty does not apply to distributions:

- after the taxpayer reaches age 59 1/2;
- upon the death of the Owner;
- if the taxpayer is defined as totally disabled;
- as periodic withdrawals that are a series of substantially equal periodic payments made at least annually for the life (or life expectancy) of the taxpayer or for the joint lives (or joint life expectancies) of the taxpayer and the Beneficiary;
- under an immediate annuity; or
- under certain other limited circumstances.

Taxation of Annuity Payments
Earnings from a variable annuity are taxable only upon withdrawal and are treated as ordinary income. Generally, the Code provides for the return of your investment in an annuity Contract in equal tax-free amounts over the annuity payout period. Fixed annuity payment amounts may be excluded from taxable income based on the ratio of the investment in the Contract to the total expected value of annuity payments. If you elect variable annuity payments, the amount excluded from taxable income is determined by dividing the investment in the Contract by the total number of expected payments. The balance of each payment is taxable income. After you recover your investment in the Contract, any payment you receive is fully taxable. (If a variable payment is less than the excludable amount you should contact your tax adviser to determine how to report any investment not recovered.) The taxable portion of any annuity payment is taxed at ordinary income tax rates.

Taxation of Death Proceeds
A death benefit paid under the Contract may be taxable income to the Beneficiary. The rules on taxation of an annuity apply. Estate taxes may also apply to your estate, even if all or a portion of the benefit is subject to federal income taxes. To be treated as an annuity, a Contract must provide that: (1) if an Owner dies: (a) on or after the annuity starting date, and (b) before the entire interest in the Contract is distributed, the balance will be distributed at least as rapidly as under the method being used at the date of death, and (2) if the Owner dies before the annuity starting date, the entire interest must be distributed within five years of death. However, if an individual is designated as Beneficiary, they may take distribution over their life expectancy. If distributed in a lump sum, the death benefit amount is taxed in the same manner as a full withdrawal. If the Beneficiary is the surviving spouse of the owner, it is possible to continue deferring taxes on the accrued and future income of the Contract until payments are made to the surviving spouse.

Tax Treatment of Assignments and Transfers
An assignment or pledge of an annuity Contract is treated as a withdrawal. Also, the Code (particularly for tax-qualified plans) and ERISA in some circumstances prohibit such transactions, subjecting them to income tax penalties and additional excise tax. Therefore, you should consult a competent tax adviser if you wish to assign or pledge your Contract.

Tax Treatments by Type of Owner
A Contract held by an entity other than a natural person, such as a corporation, estate or trust, usually is not treated as an annuity for federal income tax purposes unless annuity payments start within a year. The income on such a Contract is taxable in the year received or accrued by the Owner. However, this rule does not apply if the owner is acting as an agent for an individual or is an estate that acquired the Contract as a result of the death of the decedent. Nor does it apply if the Contract is held by certain qualified plans, is held pursuant to a qualified funding trust (structured settlement plan), or if an employer purchased the Contract under a terminated qualified plan. **You should consult your tax adviser before purchasing a Contract to be owned by a non-natural person.**

Annuity Used to Fund Qualified Plan
- The Contract is designed for use with various qualified plans, including:
- Tax Sheltered Annuities, Code Section 403(b);
- Individual Retirement Annuities (IRAs), Code Section 408(b);
- Simplified Employee Pension (SEP IRA), Code Section 408(k);
- Savings Incentive Match Plans for Employees (SIMPLE IRA), Code Section 408(p); and
- Roth IRAs, Code Section 408A.

The Contract will not provide additional tax deferral benefits if it is used to fund a qualified plan. However, Contract features and benefits other than tax deferral may make it an appropriate investment for a qualified plan. You should review the annuity features, including all benefits and expenses, prior to purchasing a variable annuity. Tax rules for qualified plans are very complex and vary according to the type and terms of the plan, as well as individual facts and circumstances. **Each purchaser should obtain advice from a competent tax adviser prior to purchasing a Contract issued under a qualified plan.**

The Company reserves the right to limit the availability of the Contract for use with any of the plans listed above or to modify the Contract to conform to tax requirements. Some retirement plans are subject to requirements that we have not incorporated into our administrative procedures. Unless we specifically consent, we are not bound by plan requirements to the extent that they conflict with the terms of the Contract.

On July 26, 2007, the Internal Revenue Service ("IRS") published new regulations for tax sheltered annuity contracts under Internal Revenue Code Section 403(b). While most of these provisions became effective January 1, 2009, the new regulations on tax-free exchanges of contracts became effective September 24, 2007. The new 403(b) regulations allow for the exchange of annuity contracts if the plan sponsor (employer) and the contract provider (insurance company) agree to share certain information. This contrasts with prior rules, when a contract owner (employee) and the insurer(s) could complete an exchange without directly involving the plan sponsor.

Our service center is available to assist you with any of your contract needs.

Tax Impact on Account Value
Certain Contract credits are treated as taxable "earnings" and not "investments" for tax purposes. Taxable earnings are considered paid out first, followed by the return of your premiums (investment amounts).

TEXAS OPTIONAL RETIREMENT PROGRAM RESTRICTIONS

Section 36.105 of the Texas Education Code permits participants in the Texas Optional Retirement Program ("ORP") to redeem their interest in a variable annuity Contract issued under the ORP only upon:
- termination of employment in the Texas public institutions of higher education,
- retirement, or
- death.

Accordingly, a participant in the ORP, or the participant's estate if the participant has died, will be required to obtain a certificate of termination from the employer before the Contract can be surrendered.

We pay brokers to sell the Contracts.

DISTRIBUTION OF THE CONTRACTS

Ameritas Investment Corp. ("AIC"), whose principal business address is 5900 "O" Street, Lincoln, Nebraska, is the principal underwriter for the Contracts. Carillon Investments, Inc. ("CII"), formerly the principal underwriter for the Contracts, was merged into AIC in 2006. CII was and AIC continues to be an affiliate of Union Central Life. AIC is registered with the SEC as a broker-dealer and is a member of the Financial Industry Regulatory Authority. We will pay an amount no more than 5% of premiums received during the first year of the Contract to a registered representative, based on which commission option is selected by the registered representative or his or her broker-dealer. You will find more information about the commission options available to registered representatives in the

Statement of Additional Information. When the surrender charges are reduced, the amount paid to registered representatives will be less than 5% of premiums. We may also pay override payments, expense allowances, bonuses, wholesaler fees and training allowances.

From time to time, we may pay or permit other promotional incentives, in cash or production credit or other compensation. Registered representatives earn commissions from the broker-dealers with which they are affiliated and such arrangements may vary. In addition, registered representatives who meet specified production levels may qualify, under sales incentive programs adopted by us, to receive non-cash compensation such as expense-paid trips, expense-paid educational seminars, and merchandise. We may also make compensation arrangements with certain broker-dealers or financial institutions based on total sales by the broker-dealer or financial institution of insurance products. We may enter into special compensation or reimbursement arrangements with certain broker-dealers for, among other things, training of sales personnel, marketing or other services they provide to our affiliates or us. We may also pay other distribution expenses, marketing support allowances, conference sponsorship fees and production incentive bonuses. The list of broker-dealers to whom we pay conference sponsorship fees (typically ranging from $5,000 to $25,000) and marketing support allowances may change from time to time. In calendar year 2009 we paid no conference sponsorship fees. We paid marketing support allowances to certain agencies affiliated with Centralife Annuities Service, Inc., the minority owner (20%) of AIC. These distribution expenses do not result in any additional charges under the Contract other than those described in this prospectus' **CHARGES AND OTHER DEDUCTIONS** section.

You instruct us how to vote Fund shares.

VOTING RIGHTS

To the extent required by law, we will vote the Portfolio shares held by Carillon Account at shareholder meetings of the Funds in accordance with instructions received from persons having voting interests in the corresponding Subaccounts of Carillon Account. However, if legal requirements should change, and as a result, we determine that we are allowed to vote the Portfolio shares in our own right, we may elect to do so.

The number of votes which a person has the right to instruct will be calculated separately for each Subaccount. During the Pay-in Period, the number of votes for which you have a right to give instructions will be determined by dividing your Contract's Accumulation Value attributable to a Subaccount by the net asset value per share of the corresponding Portfolio. During the Pay-out Period, the Annuitant has the voting interest. The number of votes during the Pay-out Period will be determined by dividing the reserve for that Contract held in a Subaccount by the net asset value per share of the corresponding Portfolio. During the Pay-out Period, the votes attributable to a Contract decrease as the reserves underlying the Contract decrease. In determining the number of votes, fractional shares will be recognized. Voting instructions will be solicited prior to a Fund's shareholder meeting. We will vote Fund shares held in Carillon Account as to which we receive no timely instructions in proportion to the voting instructions received. Each person having a voting interest in a Subaccount will receive proxy material, reports and other materials relating to the appropriate Portfolio.

FINANCIAL STATEMENTS

Financial statements of Carillon Account and Union Central Life are included in the SAI which may be obtained without charge by writing us at: P.O. Box 81889, Lincoln, NE 68501 or telephoning us at: 1-800-319-6902.

LEGAL PROCEEDINGS

No litigation is pending that would have a material effect upon the Variable Account, or that is material in relation to our total assets or the obligations of our principal underwriter.

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APPENDIX A – ACCUMULATION UNIT VALUES

(for a unit outstanding throughout the period)

Period ended December 31,

The following table shows Accumulation Unit values ("AUVs") for the Subaccounts that fund obligations of the Carillon Account (the "Registrant") under variable annuity Contracts offered by this prospectus. AUVs are shown at the beginning and end of the periods indicated as well as the number of Accumulation Units outstanding for each Subaccount variable investment option portfolio as of the end of the periods indicated. The financial statements of the Subaccounts can be found in the Statement of Additional Information. (See the last page to learn how to get a copy of the Statement of Additional Information.)

The table also provides the number of Accumulation Units outstanding for each Subaccount variable investment option as of the end of the periods indicated for the Registrant's other policies, which are no longer offered for sale, but for which the Registrant may continue to accept payments. These closed products are VA I, VA II SA and VA II (collectively referred to "VA I and II Annuities"). Contract expenses vary for each of the Registrant's variable annuities; therefore, Advantage VA III AUVs are not representative of values for the other products.

The financial statements of the Subaccounts can be found in the Statement of Additional Information. (See the first page of this prospectus to learn how to get a copy of the Statement of Additional Information.)

FUND Subaccount Name	**Year**	**VA III Value ($) at Beginning Of First Year Listed**	**VA III Value ($) at End of Year (December 31)**	**Number (#) of Accumulation Units At End of Year (December 31)**	
				VA III	**VA I, VA II, VA II SA**
THE ALGER FUND					
Alger Capital Appreciation Portfolio, Class I-2[1]	2002				27,242
	2003				83,920
	2004	$10.00	$11.31	0	98,280
	2005		$12.72	5,266	123,637
	2006		$14.92	14,688	222,637
	2007		$19.57	26,331	320,723
	2008		$10.55	27,863	209,554
	2009		$15.67	23,021	197,046
	2010		$17.54	23,430	181,885
	2011		$17.17	19,864	139,895
Alger MidCap Growth Portfolio, Class I-2[1]	2002				51,150
	2003				204,927
	2004	$10.00	$11.59	0	311,592
	2005		$12.51	22,909	326,661
	2006		$13.55	36,801	321,221
	2007		$17.51	76,632	389,523
	2008		$7.17	147,047	364,535
	2009		$10.68	65,868	336,552
	2010		$12.52	52,708	293,504
	2011		$11.28	34,177	217,947
AMERICAN CENTURY INVESTMENTS					
American Century VP Income & Growth Fund, Class I[1]	2002				105,943
	2003				147,960
	2004	$10.00	$10.97	7,076	210,949
	2005		$11.28	14,066	237,706
	2006		$12.98	22,855	226,926
	2007		$12.75	24,434	213,715
	2008		$8.19	33,763	170,606
	2009		$9.51	26,248	118,134
	2010		$10.66	23,068	95,523
	2011		$10.79	13,611	72,322
American Century VP International Fund, Class I[1]	2004	$10.00	$11.29	447	NA
	2005		$12.56	15,831	
	2006		$15.44	27,986	
	2007		$17.91	31,342	
	2008		$9.71	34,919	
	2009		$12.77	29,666	
	2010		$14.20	22,198	
	2011		$12.26	13,897	

FUND Subaccount Name	Year	VA III Value ($) at Beginning Of First Year Listed	VA III Value ($) at End of Year (December 31)	Number (#) of Accumulation Units At End of Year (December 31)	
				VA III	VA I, VA II, VA II SA
American Century VP Mid Cap Value Fund, Class I[3]	2008	$10.00	$7.61	91,064	25,035
	2009		$9.71	15,598	19,487
	2010		$11.37	9,109	20,226
	2011		$11.09	361	20,478
American Century VP Value Fund, Class I[1]	2002				450,287
	2003				481,081
	2004	$10.00	$11.06	5,160	523,068
	2005		$11.42	30,319	553,013
	2006		$13.32	46,718	506,184
	2007		$12.42	78,016	451,381
	2008		$8.94	65,968	309,588
	2009		$10.53	56,772	254,538
	2010		$11.72	52,058	217,350
	2011		$11.62	43,799	187,680
CALVERT VARIABLE PRODUCTS, INC.					
Calvert VP Barclays Capital Aggregate Bond Index Portfolio[1]	2003				44,353
	2004	$10.00	$9.99	1,727	110,691
	2005		$9.97	22,510	124,250
	2006		$10.16	43,231	159,389
	2007		$10.72	66,713	193,012
	2008		$11.23	100,691	332,928
	2009		$11.54	100,500	306,480
	2010		$12.06	657,921	324,376
	2011		$12.83	811,137	291,282
Calvert VP EAFE International Index Portfolio[1]	2003				19,444
	2004	$10.00	$11.27	844	85,212
	2005		$12.47	20,769	116,560
	2006		$15.39	54,985	187,734
	2007		$16.65	109,923	270,354
	2008		$9.38	107,010	256,710
	2009		$11.78	97,003	231,941
	2010		$12.35	480,905	253,857
	2011		$10.58	401,685	209,794
Calvert VP Inflation Protected Plus Portfolio[3]	2008	$10.00	$9.40	85,192	107,350
	2009		$9.94	224,658	131,587
	2010		$10.37	120,319	135,294
	2011		$11.25	323,540	128,664
Calvert VP Nasdaq 100 Index Portfolio[1]	2002				902,977
	2003				1,492,650
	2004	$10.00	$11.29	1,418	1,516,978
	2005		$11.23	7,066	1,273,345
	2006		$11.78	9,784	1,163,667
	2007		$13.72	21,487	1,160,345
	2008		$7.83	33,103	917,613
	2009		$11.82	26,733	774,014
	2010		$13.88	204,641	776,450
	2011		$14.03	166,794	643,905
Calvert VP Natural Resources Portfolio[2]	2007	$10.00	$11.30	1,143	21,166
	2009		$6.66	27,142	220,932
	2009		$8.57	34,090	343,678
	2010		$9.87	197,235	336,387
	2011		$8.71	247,105	260,462

FUND Subaccount Name	Year	VA III Value ($) at Beginning Of First Year Listed	VA III Value ($) at End of Year (December 31)	Number (#) of Accumulation Units At End of Year (December 31)	
				VA III	VA I, VA II, VA II SA
Calvert VP Russell 2000 Small Cap Index Portfolio[1]	2002				612,192
	2003				795,429
	2004	$10.00	$11.41	5,805	917,416
	2005		$11.67	76,085	911,605
	2006		$13.49	111,119	885,584
	2007		$12.96	121,823	794,060
	2008		$8.41	130,900	630,415
	2009		$10.43	83,333	533,426
	2010		$12.91	294,183	493,309
	2011		$12.06	175,398	401,234
Calvert VP S&P 500 Index Portfolio[1]	2002				3,768,951
	2003				3,578,436
	2004	$10.00	$10.93	13,391	3,426,533
	2005		$11.23	123,875	3,020,520
	2006		$12.73	169,181	2,566,166
	2007		$13.15	197,994	2,242,686
	2008		$8.13	217,086	1,859,723
	2009		$10.08	140,445	1,533,165
	2010		$11.35	130,977	1,323,244
	2011		$11.33	370,408	1,167,480
Calvert VP S&P MidCap 400 Index Portfolio[1]	2002				1,287,924
	2003				1,445,334
	2004	$10.00	$11.31	16,965	1,575,174
	2005		$12.44	114,725	1,620,747
	2006		$13.42	180,018	1,549,864
	2007		$14.16	204,482	1,394,781
	2008		$8.82	195,560	1,089,777
	2009		$11.82	142,019	922,623
	2010		$14.62	222,559	809,762
	2011		$14.03	210,984	728,431
Calvert VP SRI Large Cap Value Portfolio[1]	2002				901,552
	2003				824,511
	2004	$10.00	$10.94	5,496	807,994
	2005		$11.50	37,135	758,404
	2006		$13.91	78,912	729,824
	2007		$13.86	85,327	662,607
	2008		$8.24	445,975	540,444
	2009		$10.16	770,789	476,613
	2010		$11.13	576,672	410,206
	2011		$10.74	303,133	345,531
CALVERT VARIABLE SERIES, INC.					
Calvert VP Income Portfolio[2]	2007	$10.00	$10.18	0	34,805
	2008		$8.84	605,746	1,577,287
	2009		$10.49	278,622	1,344,141
	2010		$11.11	163,581	1,222,451
	2011		$11.33	81,333	967,668
Calvert VP Small Cap Growth Portfolio[4]	2009	$10.00	$13.27	77,395	20,305
	2010		$17.90	4,805	25,777
	2011		$17.22	1,806	25,312
Calvert VP SRI Balanced Portfolio[6]	2011	$10.00	$9.68	12,416	478,916
Calvert VP SRI Equity Portfolio[3]	2008	$10.00	$0.00	0	702
	2009		$8.65	58	3,159
	2010		$9.96	311	9,668
	2011		$9.65	57	9,710

FUND Subaccount Name	Year	VA III Value ($) at Beginning Of First Year Listed	VA III Value ($) at End of Year (December 31)	Number (#) of Accumulation Units At End of Year (December 31)	
				VA III	VA I, VA II, VA II SA
Calvert VP SRI Strategic Portfolio[2]	2007	$10.00	$10.04	81,423	92,404
	2008		$5.88	524,932	169,969
	2009		$8.29	910,299	196,056
	2010		$9.00	823,785	187,991
	2011		$7.70	291,540	107,322
COLUMBIA FUNDS VARIABLE SERIES TRUST 2					
Columbia Variable Portfolio - Seligman Global Technology Fund, Class 2 [5]	2011	$10.00	$9.20	11,137	113,750
Columbia Variable Portfolio - Select Smaller-Cap, Class 2	2011	$10.00	$8.66	45,262	537,355
DWS INVESTMENTS VARIABLE SERIES I					
DWS Capital Growth VIP Portfolio, Class A[1]	2002				1,615,202
	2003				1,373,533
	2004	$10.00	$10.84	0	1,218,347
	2005		$11.61	6,396	1,014,491
	2006		$12.39	11,525	846,725
	2007		$13.70	13,428	711,753
	2008		$9.03	23,570	603,429
	2009		$11.25	22,962	530,824
	2010		$12.89	19,030	466,280
	2011		$12.09	12,047	398,375
DWS International VIP Portfolio, Class A	2002		NA	NA	1,279,188
	2003				1,072,644
	2004				978,024
	2005				853,382
	2006				823,166
	2007				748,253
	2008				624,713
	2009				539,409
	2010				468,351
	2011				427,270
DWS VARIABLE SERIES II					
DWS Dreman Small Mid Cap Value VIP Portfolio, Class A[3]	2008	$10.00	$7.00	82,405	23,284
	2009		$8.92	196,947	47,128
	2010		$10.78	71,799	34,444
	2011		$9.94	100,656	41,506
DWS Global Thematic VIP Portfolio, Class A[3]	2008	$10.00	$0.00	0	85
	2009		$7.53	670	4,356
	2010		$8.40	4,106	1,515
	2011		$7.06	4,161	1,419
DWS Money Market VIP Portfolio, Class A[1]	2002				1,112,120
	2003				726,853
	2004	$10.00	$10.00	1,648	518,426
	2005		$10.09	108,769	469,208
	2006		$10.38	111,544	470,744
	2007		$10.71	199,818	565,291
	2008		$10.80	481,662	847,514
	2009		$10.65	284,585	652,974
	2010		$10.46	252,811	532,937
	2011		$10.27	252,145	446,838
FIDELITY® VARIABLE INSURANCE PRODUCTS					
Fidelity® VIP Contrafund® Portfolio, Service Class 2[2]	2007	$10.00	$11.05	74,645	151,838
	2008		$6.22	26,744	153,907
	2009		$8.29	25,660	128,394
	2010		$9.51	26,133	118,310
	2011		$9.08	20,722	96,813

FUND Subaccount Name	Year	VA III Value ($) at Beginning Of First Year Listed	VA III Value ($) at End of Year (December 31)	Number (#) of Accumulation Units At End of Year (December 31)	
				VA III	VA I, VA II, VA II SA
Fidelity® VIP Equity-Income Portfolio, Service Class 2[2]	2007	$10.00	$9.47	64,194	65,050
	2008		$5.32	106,516	71,701
	2009		$6.79	40,156	59,646
	2010		$7.67	26,513	44,292
	2011		$7.57	3,273	36,770
Fidelity® VIP High Income Portfolio, Service Class 2[2]	2007	$10.00	$9.78	18,741	20,847
	2008		$7.19	214,453	67,806
	2009		$10.14	399,752	120,746
	2010		$11.32	123,030	95,370
	2011		$11.52	378,597	112,113
Fidelity® VIP Mid Cap Portfolio, Service Class 2[4]	2009	$10.00	$12.93	114,330	20,943
	2010		$16.32	102,034	35,946
	2011		$14.28	45,393	29,236
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST					
Templeton Growth Securities Fund, Class 2[1]	2004	$10.00	$11.11	527	NA
	2005		$11.88	11,710	
	2006		$14.23	19,851	
	2007		$14.31	21,194	
	2008		$8.11	17,585	
	2009		$10.45	15,204	
	2010		$11.02	10,431	
	2011		$10.06	8,811	
FINANCIAL INVESTORS VARIABLE INSURANCE TRUST (ALPS)					
Ibbotson Balanced ETF Asset Allocation Portfolio, Class II [6]	2011	$10.00	$9.24	1,635	15,188
Ibbotson Growth ETF Asset Allocation Portfolio, Class II [6]	2011	$10.00	$8.87	4,134	39
Ibbotson Income and Growth ETF Asset Allocation Portfolio, Class II [6]	2011	$10.00	$9.57	8,514	4,441
AIM VARIABLE INSURANCE FUNDS (INVESCO VARIABLE INSURANCE FUNDS)					
Invesco Van Kampen V.I. American Franchise Fund, Series I [7]	2011	NA	NA	NA	NA
Invesco Van Kampen V.I. Equity and Income Fund, Series I [6]	2011	$10.00	$9.11	4,326	NA
Invesco V.I. Global Real Estate Fund, Series I[4]	2009	$10.00	$13.95	115,952	18,495
	2010		$16.10	41,625	10,188
	2011		$14.78	156,923	25,065
Invesco V.I. International Growth Fund, Series I[3]	2008	$10.00	$6.24	5,398	4,349
	2009		$8.29	8,327	44,112
	2010		$9.18	10,022	59,797
	2011		$8.41	272,454	81,833
Invesco Van Kampen V.I. Value Opportunities Fund, Series I[1] (Invesco V.I. Basic Value Fund, Series I prior to 4/30/12)	2004	$10.00	$11.17	449	NA
	2005		$11.61	2,204	
	2006		$12.92	11,902	
	2007		$12.89	22,655	
	2008		$6.11	24,594	
	2009		$8.89	24,731	
	2010		$9.37	23,192	
	2011		$8.92	18,160	
MFS® VARIABLE INSURANCE TRUST					
MFS® Growth Series, Initial Class	2002		NA	NA	1,542,004
	2003				1,375,804
	2004				1,217,066
	2005				1,040,581

FUND Subaccount Name	Year	VA III Value ($) at Beginning Of First Year Listed	VA III Value ($) at End of Year (December 31)	Number (#) of Accumulation Units At End of Year (December 31)	
				VA III	VA I, VA II, VA II SA
	2006				869,196
	2007				702,165
	2008				600,104
	2009				509,606
	2010				431,177
	2011				361,008
MFS® High Income Series, Initial Class[1]	2002				477,768
	2003				518,223
	2004	$10.00	$10.27	10,292	552,411
	2005		$10.31	31,782	532,645
	2006		$11.19	57,328	487,705
	2007		$11.19	77,011	410,954
	2008		$7.86	73,570	315,671
	2009		$11.24	68,787	279,073
	2010		$12.67	60,459	248,354
	2011		$12.95	55,166	197,689
MFS® Investors Trust Series, Initial Class	2002		NA	NA	1,640,838
	2003				1,300,637
	2004				1,083,038
	2005				928,327
	2006				783,714
	2007				657,066
	2008				546,852
	2009				466,489
	2010				408,591
	2011				360,949
MFS® New Discovery Series, Initial Class[1]	2002				284,232
	2003				383,470
	2004	$10.00	$11.53	718	449,384
	2005		$11.93	20,131	433,144
	2006		$13.27	39,172	438,977
	2007		$13.37	51,690	395,702
	2008		$7.97	51,293	320,399
	2009		$12.78	51,102	297,233
	2010		$17.11	37,930	276,008
	2011		$15.07	29,839	234,981
MFS® Research International Series, Initial Class[3]	2008	$10.00	$5.86	449,331	121,707
	2009		$7.53	663,806	139,509
	2010		$8.20	576,468	120,458
	2011		$7.17	230,780	79,665
MFS® Total Return Series, Initial Class[1]	2002				425,733
	2003				435,648
	2004	$10.00	$10.64	376	514,746
	2005		$10.76	31,650	585,613
	2006		$11.83	31,854	515,684
	2007		$12.11	36,104	453,740
	2008		$9.27	31,509	337,886
	2009		$10.75	28,371	290,811
	2010		$11.60	24,927	247,165
	2011		$11.59	22,532	217,402
MFS® Utilities Series, Initial Class[3]	2008	$10.00	$6.33	639	34,851
	2009		$8.28	3,112	51,888
	2010		$9.25	2,261	54,214
	2011		$9.70	3,766	74,917

FUND Subaccount Name	Year	VA III Value ($) at Beginning Of First Year Listed	VA III Value ($) at End of Year (December 31)	Number (#) of Accumulation Units At End of Year (December 31)	
				VA III	VA I, VA II, VA II SA
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST					
Neuberger Berman AMT Guardian Portfolio, Class I	2002		NA	NA	307,321
	2003				406,477
	2004				528,046
	2005				543,016
	2006				541,728
	2007				469,379
	2008				367,415
	2009				292,581
	2010				224,548
	2011				174,235
Neuberger Berman AMT Mid Cap Intrinsic Value	2008	$10.00	$0.00	0	5,418
Portfolio, Class I[3]	2009		$8.00	115	6,312
(named Neuberger Berman AMT Regency Portfolio,	2010		$9.91	331,154	66,493
prior to May 1, 2012)	2011		$9.10	2,617	23,019
OPPENHEIMER VARIABLE ACCOUNT FUNDS					
Oppenheimer Capital Appreciation Fund/VA,	2004	$10.00	$10.85	0	NA
Non-Service Shares[1]	2005		$11.21	2,109	
	2006		$11.89	6,991	
	2007		$13.34	11,155	
	2008		$7.14	12,152	
	2009		$10.15	12,179	
	2010		$10.90	11,445	
	2011		$10.58	9,242	
Oppenheimer Global Securities Fund/VA,	2002				164,463
Non-Service Shares[1]	2003				239,145
	2004	$10.00	$11.53	2,449	315,836
	2005		$12.95	23,042	412,181
	2006		$14.98	45,348	538,768
	2007		$15.65	49,445	549,672
	2008		$9.20	46,568	389,947
	2009		$12.64	37,290	331,741
	2010		$14.39	35,135	281,919
	2011		$12.95	33,918	242,830
Oppenheimer Main Street® Fund/VA, Non-Service	2002				431,828
Shares[1]	2003				550,820
	2004	$10.00	$10.89	866	543,248
	2005		$11.35	10,234	537,729
	2006		$12.83	20,223	544,088
	2007		$13.16	24,862	476,585
	2008		$7.96	20,745	381,158
	2009		$10.03	19,307	326,034
	2010		$11.44	19,108	270,578
	2011		$11.23	14,613	234,743
PIMCO VARIABLE INSURANCE TRUST					
PIMCO Total Return Portfolio, Administrative Class[4]	2009	$10.00	$10.84	671,522	154,362
	2010		$11.50	620,140	207,623
	2011		$11.70	759,250	208,083
T. ROWE PRICE EQUITY SERIES, INC.					
T. Rowe Price Blue Chip Growth Portfolio-II[3]	2008	$10.00	$6.11	416,665	115,198
	2009		$8.51	779,265	188,005
	2010		$9.69	368,813	135,306
	2011		$9.64	222,092	119,364
THIRD AVENUE VARIABLE SERIES TRUST					
Third Avenue Value Portfolio[2]	2007	$10.00	$8.79	28,404	49,558
	2008		$4.86	118,695	74,454
	2009		$6.95	211,401	100,591
	2010		$7.78	31,415	81,086
	2011		$6.01	4,856	53,716

FUND Subaccount Name	Year	VA III Value ($) at Beginning Of First Year Listed	VA III Value ($) at End of Year (December 31)	Number (#) of Accumulation Units At End of Year (December 31)	
				VA III	VA I, VA II, VA II SA
THE UNIVERSAL INSTITUTIONAL FUNDS, INC.					
UIF Core Plus Fixed Income Portfolio, Class I[1]	2003				21,745
	2004	$10.00	$10.04	10,406	59,864
	2005		$10.28	47,458	155,604
	2006		$10.48	88,534	196,382
	2007		$10.87	163,550	208,949
	2008		$9.59	80,081	152,208
	2009		$10.33	73,983	115,238
	2010		$10.87	53,382	87,359
	2011		$11.27	32,319	89,490
UIF Emerging Markets Equity Portfolio, Class I[3]	2008	$10.00	$4.60	139,384	45,357
	2009		$7.67	207,110	120,380
	2010		$8.97	238,599	146,634
	2011		$7.20	368,998	163,954
UIF U. S. Real Estate Portfolio, Class I[1]	2003				72,891
	2004	$10.00	$11.23	5,064	196,776
	2005		$12.91	65,506	297,793
	2006		$17.52	79,832	365,799
	2007		$14.28	76,132	296,384
	2008		$8.71	130,892	198,411
	2009		$10.99	89,012	173,010
	2010		$14.03	88,814	173,392
	2011		$14.58	74,727	151,817

[1] Commencement of operations was October 18, 2004, with a beginning Accumulation Unit value of $10.00.
[2] Commencement of operations was May 1, 2007, with a beginning Accumulation Unit value of $10.00.
[3] Commencement of operations was May 1, 2008, with a beginning Accumulation Unit value of $10.00.
[4] Commencement of operations was May 1, 2009, with a beginning Accumulation Unit value of $10.00.
[5] Commencement of operations was March 10, 2011, with a beginning Accumulation Unit value of $10.00.
[6] Commencement of operations was April 28, 2011, with a beginning Accumulation Unit value of $10.00.
[7] Commencement of operations was April 30, 2012, with a beginning Accumulation Unit value of $10.00.

APPENDIX B – IRA DISCLOSURE STATEMENT

The Internal Revenue Service (IRS) requires us to provide you this disclosure statement. This Disclosure Statement explains the rules governing your Individual Retirement Account (IRA). The disclosure reflects our current understanding of the law, but for personal tax advice you should consult a lawyer or other licensed tax expert to learn how the applicable tax laws apply to your situation. This Disclosure Summary is **NOT** intended as, nor does it constitute, legal or tax advice. For further information about IRAs, contact any district office of the IRS, or consult IRS Publication 590: Individual Retirement Arrangements.

If you have any questions about your Contract, please contact us at the address and telephone number shown below.

The Union Central Life Insurance Company
P.O. Box 81889
Lincoln, NE 68501
800-319-6902
7:45 a.m. - 4:30 p.m. (Central Time Zone)

PROVISIONS OF IRA LAW

This disclosure is applicable when our variable annuity Contract is used for a Regular IRA, Spousal IRA, Rollover IRA, or a Roth IRA. Additionally, this disclosure provides basic information for when our variable annuity Contract is used for a Simplified Employee Pension (SEP)-IRA, or Savings Incentive Match Plan for Employees (SIMPLE)-IRA. **A separate Contract must be purchased for each individual under each arrangement/plan.** While Internal Revenue Code ("IRC") provisions for IRAs are similar for all such arrangements/plans, certain differences are set forth below.

REGULAR IRA

Eligibility

You are eligible to establish a Regular IRA if you are younger than age 70½ and if, at any time during the year, you are an employee or self-employed and receive compensation or earned income that is includible in your gross income. Your spouse may also establish a "spousal IRA" that you may contribute to out of your compensation or earned income for any year before the year in which your spouse reaches age 70½. To contribute to a spousal IRA, you and your spouse must file a joint tax return for the taxable year.

Additionally, regardless of your age, you may transfer funds from another IRA or certain qualified plans to a "Rollover IRA", which is described below.

Annual Contribution Limits

You may make annual contributions to a Regular IRA of up to the Annual Contribution Limit of $5,000 in 2012 or 100% of your earned income (compensation), whichever is less. If you are age 50 (age 60 in New York) or older, the Annual Contribution Limits are increased by $1000, so long as your earned income or compensation is greater than the Annual Contribution Limit. The Annual Contribution Limits are increased by the IRS to reflect inflation.

If you and your spouse both work and have compensation that is includible in your gross income, each of you can annually contribute to a separate Regular IRA up to the lesser of the Annual Contribution Limit or 100% of your compensation or earned income. However, if one spouse earns less than the Annual Contribution Limit, but both spouses together earn at least twice the Annual Contribution Limit, it may be advantageous to use the spousal IRA. The total contributions to both IRAs may not exceed the lesser of twice the Annual Contribution Limit or 100% of you and your spouse's combined compensation or earned income.

The combined limit on contributions to both Regular and Roth IRAs for a single calendar year for you may not exceed the Annual Contribution Limit (or twice the Annual Contribution Limit for a couple filing jointly).

Distributions from another IRA or certain other qualified plans may be "rolled over" into a Regular IRA and such rollover contributions are not limited by this annual maximum.

Contributions must be made by the due date, not including extensions, for filing your tax return. **A contribution made between January 1 and the filing due date for your tax return must be submitted with written direction that it is being made for the prior tax year or it will be treated as made for the current tax year.**

The amount of permissible contributions may or may not be tax-deductible depending on whether you are an active participant in an employer sponsored retirement plan and whether your adjusted gross income ("AGI") is above the phase-out level.

Deductibility of Contributions
Contributions made for the tax year are fully deductible if neither you nor your spouse (if married) is an active participant in an employer-sponsored retirement plan (including qualified pension, profit sharing, stock bonus, 401(k), or 403(b) plans, SEP plans, SIMPLE IRA, SIMPLE 401(k) plans, and certain governmental plans for any part of such year.

If you are an active participant in an employer sponsored retirement plan you may make deductible contributions if your AGI is below a threshold level of income. For single taxpayers and married taxpayers (who are filing jointly and are both active participants) the available deduction is reduced proportionately over a phaseout range. If you are married and an active participant in an employer retirement plan, but file a separate tax return from your spouse, your deduction is phased out between $0 and $10,000 of AGI.

Active participants with income above the phaseout range are not entitled to an IRA deduction. The phaseout limits are as follows:

	Married Filing Jointly	**Single/Head of Household**
Year	**AGI**	**AGI**
2010	$89,000 - $109,000	$56,000 - $66,000
2011	$90,000 - $110,000	$56,000 - $66,000
2012	$92,000 - $112,000	$58,000 - $68,000

If you are not an active participant in an employer sponsored plan, but your spouse is an active participant, you may take a full deduction for your IRA contribution (other than to a Roth IRA) if your AGI is below $173,000 and the deductible contribution for you is phased out between $173,000 and $183,000 of AGI.

Even if you will not be able to deduct the full amount of your Regular IRA contribution, you can still contribute up to the Annual Contribution Limit with all or part of the contribution being non-deductible. The combined total must not exceed your Annual Contribution Limit. Any earnings on all your Regular IRA contributions accumulate tax-free until you withdraw them.

Excess Contributions
If you contribute in excess of the maximum contribution limit allowed in any year, the excess contribution could be subject to a 6% excise tax. The excess is taxed in the year the excess contribution is made and each year that the excess remains in your Regular IRA.

If you should contribute more than the maximum amount allowed, you can eliminate the excess contribution as follows:

You may withdraw the excess contribution and net earnings attributable to it before the due date for filing your federal income tax in the year the excess contribution was made. Any earnings so distributed will be taxable in the year for which the contribution was made**.**

If you elect not to withdraw an excess contribution, you may apply the excess against the contribution limits in a later year. This is allowed to the extent you under-contribute in the later year. The 6% excise tax will be imposed in the year you make the excess contribution and each subsequent year, until eliminated. To the extent an excess contribution is absorbed in a subsequent year by contributing less than the maximum deduction allowable for that year, the amount absorbed will be deductible in the year applied (provided you are eligible to take a deduction).

Distributions From Your Regular IRA During Your Life
You may take distributions from your Regular IRA at any time. However, there is a 10% premature distribution tax on the amount includible in your gross income if distributed prior to you attaining age 59½, unless: (1) the distribution is made to a Beneficiary on or after the owner's death; (2) distribution is made because of your death or permanent disability; (3) the distribution is part of a series of substantially equal periodic payments (made at least annually) that do not exceed your life expectancy or the life expectancy of you and your designated Beneficiary; (4) the distribution is made for medical expenses which exceed 7.5% of your adjusted gross income; (5) the distribution is made to purchase health insurance for the individual and/or his or her spouse and dependents if he or she: (a) has received unemployment compensation for 12 consecutive weeks or more; (b) the distributions are made during the tax year that the unemployment compensation is paid or the following tax year; and (c) the individual has not been re-employed for 60 days or more; (6) the distribution is made for certain qualified higher education expenses of the taxpayer, the taxpayer's spouse, or any child or grandchild of the taxpayer or the taxpayer's spouse; (7) the distribution is made for the qualified first-time home buyer expenses (up to a lifetime maximum of $10,000) incurred by you or your spouse or a child, grandchild, parent or grandparent of you or your spouse; (8) distributions to satisfy a levy issued by the IRS; or (9) as a qualified reservist distribution. Generally, the part of a distribution attributable to non-deductible contributions is not includable in income and is not subject to the 10% penalty.

When you reach age 70½ you must elect to receive Required Minimum Distributions (RMD) no later than April 1 following the year in which you reach age 70½ whether or not you have retired (Required Beginning Date). There is a minimum amount which you must withdraw by the Required Beginning Date and by each December 31 thereafter. We can provide the RMD amount for

you, if you request us to make the calculation. Your own tax or financial adviser may calculate the amount of your minimum distribution each year to make sure this requirement is met coordinating it with other IRAs you may own. Failure to take the RMD could result in an additional tax of 50% of the amount not taken.

Distributions From Your Regular IRA After Your Death
If you die before all the funds in your Regular IRA have been distributed, the remaining funds will be distributed to your designated Beneficiary as required below and as selected by such Beneficiary.

If you die before the Required Beginning Date, your designated Beneficiary must withdraw the funds remaining as follows: 1) distributed no later than December 31 of the calendar year in which the fifth anniversary of your death occurs; or 2) distributed over the life or life expectancy of the named Beneficiary and must begin on or before December 31 of the calendar year following the year of your death. However, if the named Beneficiary is your spouse; payments must begin before December 31 of the calendar year in which you would have reached age 70½. If you did not designate a proper Beneficiary, the funds remaining shall be distributed within five years after your death.

If you die after Required Minimum Distribution payments have begun, your designated Beneficiary must select to have the remaining amount of your Regular IRA distributed over the longer of 1) the Beneficiary's life expectancy or 2) your remaining life expectancy beginning no later than December 31 of the calendar year following the year of your death. If you do not designate a proper Beneficiary, your interest is distributed over your remaining life expectancy.

Your surviving spouse, if the sole Beneficiary, may elect to treat your Regular IRA as his or her own Regular IRA.

Tax Consequences
Amounts paid to you or your Beneficiary from your Regular IRA are taxable as ordinary income, except that you recover your nondeductible Regular IRA contributions tax-free.

If a minimum distribution is not made from your IRA for a tax year in which it is required, the excess of the amount that should have been distributed over the amount that was actually distributed is subject to an excise tax of 50%.

Tax-Free Rollovers
Under certain circumstances, you, your spouse, or your former spouse (pursuant to a qualified domestic relations order) may roll over all or a portion of your distribution from another Regular IRA, a 401(a) qualified retirement plan, 401(k) plan, 403(b) plan, governmental 457 plan, SEP plan or SIMPLE plan into a Regular IRA. Such an event is called a Rollover and is a method for accomplishing continued tax deferral on otherwise taxable distributions from said plans. Rollover contributions are not subject to the contribution limits on Regular IRA contributions, but also are not tax deductible.

There are two ways to make a Rollover to your IRA:

1. **Participant Rollovers** are accomplished by contributing part or all of the eligible distribution (which includes amounts withheld for federal income tax purposes) to your new IRA within 60 days following receipt of the distribution. Participant Rollover amounts are subject to a mandatory 20% federal income tax withholding except Participant Rollovers from another Regular IRA. Regular IRA to Regular IRA Rollovers are limited to one per distributing plan per 12 month period. However, you may transfer Regular IRA assets to another Regular IRA (where you do not directly receive a distribution) and such transfers are not subject to this limitation. Distributions from a SIMPLE IRA may not be rolled over or transferred to an IRA (which isn't a SIMPLE IRA) during the 2-year period following the date you first participate in any SIMPLE Plan maintained by your employer.

2. **Direct Rollovers** are made by instructing the plan trustee, custodian, or issuer to pay the eligible portion of your distribution directly to the trustee, custodian or issuer of the receiving IRA. Direct Rollover amounts are not subject to mandatory federal income tax withholding.

Certain distributions are **not** considered to be eligible for Rollover and include:

a. distributions which are part of a series of substantially equal periodic payments (made at least annually) for 10 years or more;
b. required minimum distributions made during or after the year you reach age 70½;
c. any hardship distributions made under the terms of the plan; and
d. amounts in excess of the cash (except for certain loan offset amounts) or in excess of the proceeds from the sale of property distributed.

Under certain circumstances, you may roll over all or a portion of your eligible distribution from your Regular IRA to a 401(a) qualified retirement plan, 401(k) plan, 403(b) plan, or governmental 457 (No Regular IRA Rollovers to Simple IRAs are allowed). However, you may not roll after-tax contributions from your Regular IRA to a 401(a), 401(k) plan, 403(b) plan, or governmental 457 plan.

For rules applicable to rollovers or transfers to Roth IRAs, see the paragraphs on Roth IRA, below.

SEP IRA

A SEP Plan allows self-employed people and small business owners to establish SEP IRAs for the business owner and eligible employees, if any. SEP IRAs have specific eligibility and contribution limits (as described in IRS Form 5305-SEP); otherwise SEP IRAs follow the same rules as Regular IRAs.

SIMPLE IRA

SIMPLE IRAs operate in connection with a SIMPLE Plan maintained by an eligible employer. Each participating employee has a SIMPLE IRA to receive contributions under the plan. SIMPLE IRAs have specific eligibility, contribution, and tax-withdrawal penalties (as described in IRS Form 5304-SIMPLE); otherwise, SIMPLE IRAs follow the same rules as Regular IRAs.

ROTH IRA

Eligibility
You are eligible to make annual contributions to a Roth IRA if you receive compensation from employment, earnings from self-employment, or alimony, and your (and your spouse's) AGI is within the limits described below. Also, you may contribute to a different Roth IRA, established by your spouse (spousal Roth IRA), out of your compensation or earned income for any year. Unlike Regular IRAs, if eligible, you may contribute to a Roth IRA even after age 70½.

Limit on Annual Contributions
You can make annual contributions to a Roth IRA of up to the Annual Contribution Limit or 100% of your compensation or earned income, whichever is less, subject to the limitations below. The Annual Contribution Limit is $5,000 for 2012. If you are age 50 or older, the Annual Contribution Limits are increased by $1000 so long as your earned income or compensation is greater than the Annual Contribution Limit. The Annual Contribution Limits will be increased by the IRS to reflect increases in inflation.

If each spouse earns at least the Annual Contribution Limit, each of you may make the maximum contribution to your Roth IRA, respectively, subject to the limitations discussed below. However, if one spouse earns less than the Annual Contribution Limit, but both spouses together earn at least twice the Annual Contribution Limit, it may be advantageous to use the spousal Roth IRA. The total contributions to both Roth IRAs may not exceed the lesser of twice the Annual Contribution Limit or 100% of you and your spouse's combined compensation or earned income.

The Annual Contribution Limit is the maximum that can be contributed to all IRAs (Roth and Regular) by an individual in a year. The maximum amount that may be contributed to your Roth IRA is always reduced by any amount that you have contributed to your Regular IRAs for the year.

The maximum amount you or your spouse may contribute to a Roth IRA is limited based on your tax filing status and your (and your spouse's) AGI. You may contribute the maximum contribution to your Roth IRA if you are single and your AGI is less than $110,000. Your ability to contribute to your Roth IRA is phased out at $125,000. You may contribute the maximum contribution to your Roth IRA if you are married filing jointly and your AGI is less than $173,000. Your ability to contribute to your Roth IRA is phased out at $183,000.

Roth IRA contributions must be made by the due date, not including extensions, for filing your tax return. **A contribution made between January 1 and the filing due date for your return, must be submitted with written direction that it is being made for the prior tax year or it will be treated as made for the current tax year.**

Deductibility of Contributions
Unlike a Regular IRA, contributions to your Roth IRA are not deductible.

Excess Contributions
If you contribute in excess of the maximum contribution limit allowed in any year, the excess contribution could be subject to a 6% excise tax. The excess is taxed in the year the excess contribution is made and each year that the excess remains in your Roth IRA.

If you should contribute more than the maximum amount allowed, you can eliminate the excess contribution as follows:
- You may withdraw the excess contribution and net earnings attributable to it before the due date for filing your federal income tax in the year the excess contribution was made. Any earnings so distributed will be taxable in the year for which the contribution was made and may be subject to the 10% premature distribution tax**.**
- If you elect not to withdraw an excess contribution, you may apply the excess against the contribution limits in a later year.

This is allowed to the extent you under-contribute in the later year. The 6% excise tax will be imposed in the year you make the excess contribution and each subsequent year, until eliminated. To the extent an excess contribution is absorbed in a subsequent year by contributing less than the maximum deduction allowable for that year, the amount absorbed will be deductible in the year applied (provided you are eligible to take a deduction).

Tax on Withdrawals From Your Roth IRA
You can make withdrawals from your Roth IRA at any time and the principal amounts that you contributed are always available to be withdrawn by you tax-free. Withdrawal of amounts considered earnings or growth will also be tax-free if the following qualified distribution requirements are met: 1) the withdrawal must satisfy the five-year holding period and be made either on or after you reach 59½, due to your death or disability, or for qualified first-time homebuyer expenses.

If the requirements for a tax-free withdrawal are not met, a withdrawal consisting of your own prior contribution amounts for your Roth IRA will not be considered taxable in the year you receive it, nor will the 10% penalty apply. A non-qualified withdrawal that is considered earnings on your contributions is includible in your gross income and may be subject to the 10% withdrawal penalty. Also, the 10% premature distribution penalty tax may apply to conversion amounts distributed even though they are not includable in income, if the distribution is made within the 5-taxable-year period beginning on the first day of the individual's taxable year in which the conversion contribution was made.

Required Payments From Your Roth IRA
Unlike a Regular IRA, while you are living, there are no distribution requirements for your Roth IRA.

After your death, if you have begun to receive distributions under an annuity option (not including an interest only option), the remaining Accumulation value will continue to be distributed to your designated Beneficiary according to the terms of the elected options, provided that method satisfies IRC requirements.

If you die before your entire interest in the Contract is distributed, your entire interest in your Roth IRA generally must be distributed no later than the end of the fifth calendar year after your death occurs ("five-year payout rule"). Your designated Beneficiary may elect to receive distributions over a period not longer than his or her life expectancy, if the election is made and distributions begin on or before the end of the year following the year of your death. Otherwise, the entire benefit must be paid under the five-year payout rule.

If the designated Beneficiary is your surviving spouse, the spouse may elect to treat the Roth IRA as his or her own.

Rollovers and Conversions
You may roll over any amount from an existing Roth IRA to another Roth IRA. Under certain circumstances, you may also convert an existing Regular IRA to a Roth IRA. You can roll over distributions from a Regular IRA to a Roth IRA if you convert such amounts within 60 days after distribution. Note that rollover contributions to a Roth IRA are included in taxable income and may result in additional tax. Conversions in 2010 can be included in taxable income ratably in 2011 and 2012. There may be additional income tax consequences upon a conversion. **Consult your financial adviser to determine other considerations when converting a Regular IRA to a Roth IRA.**

Recharacterization
You may correct an IRA conversion by recharacterizing your conversion. For example, you may have converted from a Regular IRA to a Roth IRA and decide later you do not want to make the conversion. You may accomplish a recharacterization by making a trustee-to-trustee transfer (including any net income attributable to the contribution) from the first IRA to the second IRA, on or before your tax return due date for reporting the contribution to the first IRA. Once the transfer is made, the election is irrevocable. Recharacterizing a contribution treats it as contributed to the second IRA on the same date as initially contributed to the first IRA. If you elect to recharacterize a contribution, you must report it on your Federal income tax return as made to the second IRA, instead of the first. **Consult your tax adviser before recharacterizing a contribution.**

General Information and Restrictions for All IRAs

Lump Sum Distribution
If you decide to receive the entire value of your IRA Plan in one lump sum, the full amount is taxable when received (except as to non-deductible contributions in a Regular IRA or as a Roth IRA, or "qualified distributions" from a Roth IRA), and is not eligible for the special 5 or 10 year averaging tax rules under IRC Section 402 on lump sum distributions which may be available for other types of Qualified Retirement Plans

Nontransferability
You may not transfer, assign or sell your IRA to anyone (except in the case of transfer incident to divorce).

Nonforfeitability
The value of your IRA belongs to you at all times, without risk of forfeiture.

Loans and Prohibited Transactions
If you engage in a so-called prohibited transaction as defined by the Internal Revenue Code, your IRA will be disqualified and the entire taxable balance in your Regular IRA account, and the amount of earnings or gains in your Roth IRA account, will be taxed as ordinary income in the year of the transaction. You may also have to pay the 10% penalty tax. For example, IRAs do not permit loans. You may not borrow from your IRA (including Roth IRAs) or pledge it as security for a loan. A loan would disqualify your entire IRA and be treated as a distribution. It would be includable in your taxable income in the year of violation and subject to the 10% penalty tax on premature distributions. A pledge of your IRA as security for a loan would cause a constructive distribution of the portion pledged and also be subject to the 10% penalty tax.

Any Contract loan balance must be repaid prior to the activation of the GLWB rider. Once the GLWB rider is activated, no Contract loans may be taken.

Financial Disclosure
Contributions to your IRA will be invested in a variable annuity Contract. The variable annuity Contract, its operation, and all related fees and expenses are explained in detail in the prospectus to which this Disclosure Statement is attached.

Growth in the value of your variable annuity Contract IRA cannot be guaranteed or projected. The income and expenses of your variable annuity Contract will affect the value of your IRA. Dividends from net income earned are reduced by investment advisory fees and also by certain other costs. For an explanation of these fees and other costs, please refer to this prospectus.

STATUS OF OUR IRA PLAN

We may, but are not obligated to, seek IRS approval of your Regular IRA or Roth IRA form. Approval by the IRS is optional to us as the issuer. Approval by the IRS is to form only and does not represent a determination of the merits of the Regular IRA or Roth IRA.

TAX SHELTERED ANNUITY Under IRC Section 403(b)

The Contract may have been purchased by your employer as part of a retirement plan under Internal Revenue Code (IRC) Section 403(b). This section provides a summary of benefits afforded a tax-qualified retirement plan under IRC 403(b), and the prospectus' **SUMMARY OF EXPENSES** and **CHARGES AND OTHER DEDUCTIONS** sections describe applicable costs. You should refer to the Contract and Riders for a full description of the benefits and charges of purchasing the Contract for an IRC 403(b) plan.

NOTICE REGARDING EXCHANGES

On July 26, 2007, the Internal Revenue Service ("IRS") published new regulations for tax sheltered annuity contracts under Internal Revenue Code Section 403(b). Please see the FEDERAL INCOME TAX MATTERS section of this prospectus for more information.

CONTRIBUTIONS

Contributions under the Contract must be remitted by the Employer. You may, if permitted by the applicable 403(b) plan documents and with our agreement, (i) transfer to the Contract any amount held under a Contract or account that meets the requirements of IRC Section 403(b) ("Transferred Funds"), or (ii) roll over contributions from an eligible retirement plan that meets the requirements of IRC Sections 403(b). If you make a transfer as described in (i) above, you must tell us the portion, if any, of the Transferred Funds which are (a) exempt from the payment restrictions described below and (b) eligible for delayed distribution under the Required Minimum Distribution provision below. If you do not tell us, then we will treat all such amounts as being subject to the applicable tax restrictions. Any Transferred Funds from a Contract not issued by us will be reduced by the amount of any tax charge that applies, as we determine.

Contributions to the Contract are limited to your exclusion allowance for the year computed as required by IRC Sections 403(b), 415, and 402(g), which is $17,000 for 2012. Unless this Contract is purchased under an ERISA Plan, all contributions are made by your Employer under a salary reduction agreement you enter into with your Employer. Your salary reduction contributions are "elective deferrals" and cannot exceed the elective deferral limitations under IRC Section 402(g) which apply to this Contract and all other 403(b), 401(k), or 457 plans, Contracts or arrangements with your Employer. If contributions to the Contract inadvertently cause the excess deferral limit to be violated, such deferrals must be distributed by April 15 of the following calendar year, subject to any Contract withdrawal charge that may be applicable.

In the case of an individual who is 50 or older, the annual cash contribution limit is increased by $5,500 for 2012. This amount may be increased for inflation in future years.

Notwithstanding any provision of the Contract to the contrary, contributions will be permitted with respect to qualified military service in accordance with the requirements of IRC Section 414(u), if applicable, and limited to limits imposed by IRC Section 403(b).

We reserve the right to reject or refund any contributions when we believe doing so is necessary for the Contract to comply with IRC Section 403(b) or the Plan.

DISTRIBUTIONS

When Annuity Income Payments Begin

Your selection of an Annuity Date for annuity income payments to begin is subject to the maximum maturity age, if any, stated in the Contract Data pages. If you choose an Annuity Date later than age 70½, you must withdraw at least the required minimum distribution required by tax regulations that apply, unless you elect to satisfy these requirements through other 403(b) arrangements you may have.

Permitted Distributions

Distributions of Accumulation value in the case of salary reduction contributions will only be permitted:

- upon the Owner's separation of service;
- after the Owner's age 59½;
- due to disability within the meaning of IRC Section 72(m)(7);
- due to financial hardship;
- qualified reservist distribution.

Distributions may be further restricted if we are notified of more restrictive Plan limits. Withdrawal charges may apply to distributions.

Despite the distribution restrictions stated above, we will permit distributions of salary deferrals in excess of IRC limits contributed to the Contract, and any allocable gain or loss, including that for the "gap period" between the end of the taxable year and distribution date, provided you notify us in writing by March 1 of the year following the taxable year of the excess deferral and certify the amount of the excess deferral.

Distributions attributable to contributions transferred from a custodial account qualified under IRC Section 403(b)(7) or from an annuity under IRC Section 403(b)(1) shall be subject to the same or, where there has been more than one transfer, more stringent distribution requirements as they were subject to prior to the transfer, unless otherwise permitted by law or regulation.

Trustee-to-trustee transfers to another 403(b) qualified plan are not considered a distribution and are not restricted. However, the applicable plans' documents must both permit the transfer.

If your employer has established an ERISA plan under IRC Section 403(b), we will restrict any distributions under the Contract pursuant to IRC Sections 401(a)(11) and 417.

Direct Rollover Option
A distributee under the Contract, or the distributee's surviving spouse, or the spouse of the distributee's former spouse who is an alternate payee under a qualified domestic relations order (as defined in IRC Section 414(p)) (collectively, the "distributee" for purposes of this paragraph), may elect to have any portion of an eligible distribution paid directly to an eligible retirement plan specified by the distributee as a direct rollover. (For purposes of a direct rollover, an eligible retirement plan includes 403(b) annuity policies, qualified retirement plans under 401(a), 401(k) plans, IRAs and 457 governmental plans.) The direct rollover option is not available to the extent that a minimum distribution is required under IRC Section 401(a)(9). The direct rollover option also does not apply to Contract distributions permitted and made on account of a hardship.

If Contract annuity payments have already begun, a direct rollover option does not apply to those payments being paid: (a) in substantially equal periodic payments for a period of ten years or more; or, (b) as part of a life annuity.

Required Minimum Distributions
Distributions under the Contract made on or after January 1, 2003, will be subject to Required Minimum Distribution requirements of IRC §401(a)(9) pursuant to final and temporary regulations issued by the IRS in 2002 and 2004, respectively.

Required Minimum Distribution payments for this Contract must be computed for the calendar year you turn age 70½ and for each year thereafter. The Required Minimum Distribution payments you compute must start no later than April 1 of the calendar year after you turn age 70½, except as otherwise noted below, and except that if your employer is a church or government organization, the start date is the later of this date or April 1 of the calendar year after you retire.

Payments of your annual Required Minimum Distribution calculated for this Contract may be made from this Contract or from another 403(b) arrangement that you maintain, if permitted by Internal Revenue Service rules. These payments may be made under any method permitted for 403(b) Plans and acceptable to us; several of your Contract's annuity income options fulfill the IRC requirements.

If you die after Required Minimum Distribution payments have begun, the remaining amount of your Accumulation value must continue to be paid at least as quickly as under the calculation and payment method being used before your death.

If you die before Required Minimum Distribution payments begin, payment of your Accumulation value must be completed no later than December 31 of the calendar year in which the fifth anniversary of your death occurs, except to the extent that a choice is made to receive death benefit payments under (a) and (b) below:

(a) If payments are to be made to a Beneficiary, then the Accumulation value may be paid over the life or life expectancy of the named Beneficiary. Such payments must begin on or before December 31 of the calendar year which follows the year of your death.
(b) If the named Beneficiary is your spouse, the date that payments must begin under (a) above will not be before
    (i) December 31 of the calendar year which follows the year of your death or, if later,
    (ii) December 31 of the calendar year in which you would have reached age 70½.

CONVERSION OF A 403(b) CONTRACT TO A NON-403(b) QUALIFIED CONTRACT

Upon no longer being covered under a 403(b) plan, you may "roll over" some or all of your 403(b) Contract assets into another tax-qualified annuity Contract, including an Individual Retirement Annuity Contract. Should you desire to exercise such a roll over, you may elect to convert your existing 403(b) Contract with us into an IRA Contract. Upon such a conversion, your 403(b) Tax Sheltered Annuity Endorsement (and related charges) will be replaced with an Individual Retirement Annuity Endorsement (and any related charges) to assure continued compliance of your Contract with applicable tax law. You will receive full disclosure about the effect of any such conversion prior to making your election.



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