

**Voya Insurance and Annuity Company  
and its Separate Account B**

**Voya Rollover Choice<sup>SM</sup> Variable Annuity**

**Supplement dated May 1, 2015 to the Contract Prospectus dated May 1, 2015**

This supplement updates the Prospectus for your variable annuity contract. Please read it carefully and keep it with your copy of the Prospectus for future reference. If you have any questions, please call Customer Service at 1-800-366-0066.

**NOTICE OF AND IMPORTANT INFORMATION ABOUT UPCOMING  
FUND REORGANIZATIONS**

The Board of Directors of Voya Partners, Inc. and the Board of Trustees of Voya Investors Trust approved separate proposals to reorganize the following “Merging Portfolios” with and into the following “Surviving Portfolios.” Subject to shareholder approval, the reorganizations are expected to take place **on or about the close of business on August 14, 2015** (the “Reorganization Date”).

<b><i>Merging Portfolios</i></b>	<b><i>Surviving Portfolios</i></b>
Voya Aggregate Bond Portfolio (Class S) <sup>1</sup>	Voya Intermediate Bond Portfolio (Class S)
Voya Solution 2015 Portfolio (Class S)	Voya Solution Income Portfolio (Class S)
VY <sup>®</sup> DFA World Equity Portfolio (Class S)	Voya Global Value Advantage Portfolio <sup>1</sup> (Class S)
VY <sup>®</sup> Franklin Templeton Founding Strategy Portfolio <sup>1</sup> (Class S)	Voya Solution Moderately Aggressive Portfolio <sup>1</sup> (Class S)

<sup>1</sup> These portfolios are designated as Accepted Funds.

As a result of the merger, effective on the Reorganization Date, the **Voya Solution Moderately Aggressive Portfolio** (Class S) will be added as an available investment option.

<b><i>Fund Name and Investment Adviser/Subadviser</i></b>	<b><i>Investment Objective</i></b>
<b>Voya Solution Moderately Aggressive Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to provide capital growth through a diversified asset allocation strategy.

**The Voya Global Value Advantage Portfolio and the Voya Solution Moderately Aggressive Portfolio are designated as Accepted Funds for Voya LifePay, Voya Joint LifePay, Voya LifePay Plus and Voya Joint LifePay Plus riders purchased before January 12, 2009.**

**Prior to the Reorganization Date**, you may reallocate your contract value in each Merging Portfolio to another investment portfolio or fixed option currently available under your contract. This reallocation will neither count as a transfer for purposes of our Excessive Trading Policy nor be subject to a transfer charge under the contract.

**On the Reorganization Date**, your contract value remaining in each Merging Portfolio will automatically become an investment in the corresponding Surviving Portfolio with an equal total net asset value. You will not incur any tax liability because of this automatic reallocation and your contract value immediately before the reallocation will equal your contract value immediately after the reallocation.

**After the Reorganization Date**, the Merging Portfolios will no longer be available under the contract. Unless you provide us with alternative allocation instructions, after the Reorganization Date all future allocations directed to each Merging Portfolio will be automatically allocated to the corresponding Surviving Portfolio, if the Surviving Portfolio is then available to new investments. If the Surviving Portfolio is not available to new investments, future allocations will be allocated pro rata among the other available funds you have selected in your allocation instructions, if any. You may provide alternative instructions by calling Customer Service at the number above.

As of the Reorganization Date, all references in the prospectus to the Merging Portfolios are deleted. For more information, or information related to Investment Option Restrictions and asset allocation requirements, please refer to your prospectus or call Customer Service.

**Voya Insurance and Annuity Company**  
**Separate Account B of Voya Insurance and Annuity Company**  
**Deferred Combination Variable and Fixed Annuity Prospectus**

**RETIREMENT SOLUTIONS – VOYA ROLLOVER CHOICE<sup>SM</sup>**  
**VARIABLE ANNUITY**

**May 1, 2015**

**The Contract.** The contract described in this prospectus is a group and individual deferred variable annuity contract (the “contract”) offered by Voya Insurance and Annuity Company (the “Company,” “we” or “our”) through our Separate Account B (the “separate account”). The contract is currently available in connection with certain retirement plans that qualify for special federal income tax treatment (“qualified contracts”) as well as those that do not qualify for such treatment (“nonqualified contracts”). The contract may be purchased with funds from external sources or by a transfer or rollover from an existing contract (the “prior contract”) issued by us or one of our affiliates (“internal transfer”). A qualified contract may be issued as a traditional Individual Retirement Annuity (“IRA”) under section 408(b) of the Internal Revenue Code of 1986 as amended (the “Tax Code”) or a Roth IRA under section 408A of the Tax Code. The contract is not currently available as a Simplified Employer Pension (“SEP”) plan under Tax Code Section 408(k) or as a Simple IRA under Tax Code Section 408(p). Prior to April 29, 2005, the contract was not available as a nonqualified contract and could not be purchased with funds from external sources. Prior to September 17, 2007, the contract was available as a tax deferred annuity under Tax Code Section 403(b). **As of March 15, 2010, we are no longer offering this contract for sale to new purchasers.**

The contract provides a means for you to allocate your premium payments in one or more subaccounts, each of which invests in one of the mutual funds (“funds”) listed on the next page. You may also allocate premium payments to our Fixed Account with guaranteed interest periods. Your contract value will vary daily to reflect the investment performance of the subaccount(s) you select and any interest credited to your allocations in the Fixed Account. Some guaranteed interest periods or subaccounts may not be available in all states. The funds available under the contract are listed on the back of this cover.

You have a right to return a contract within 10 days after you receive it for a refund of the adjusted contract value (which may be more or less than the premium payments you paid). For IRAs, or if otherwise required by your state, we will refund the original amount of your premium payment. Longer free look periods apply in some states and in certain situations.

**Replacing an existing annuity with the contract may not be beneficial to you. Your existing annuity may be subject to fees or penalties on surrender, and the contract may have new charges.**

**Compensation.** We pay compensation to broker-dealers whose registered representatives sell the contracts. See “Contract Distribution” for further information about the amount of compensation we pay.

If you received a summary prospectus for any of the funds available through your contract, you may obtain a full prospectus and other information free of charge by either accessing the internet address, calling the telephone number or sending an email request to the email address shown on the front of the fund’s summary prospectus. This prospectus provides information that you should know before investing and should be kept for future reference. A Statement of Additional Information (“SAI”) dated May 1, 2015 has been filed with the Securities and Exchange Commission (“SEC”), as well as a registration statement for the Fixed Account II, also dated May 1, 2015. They are available without charge upon request. To obtain a copy of these documents, write to our Customer Service at P.O. Box 9271, Des Moines, Iowa 50306-9271 or call 1-800-366-0066, or access the SEC’s website ([www.sec.gov](http://www.sec.gov)). When looking for information regarding the contracts offered through this prospectus, you may find it useful to use the number assigned to the registration statement under the Securities Act of 1933. This number is 333-70600. The number assigned to the registration statement for the Fixed Account II is 333-133156. The table of contents of the SAI is on the last page of this prospectus and the SAI is made part of this prospectus by reference.

The funds available under your contract are\*:

Fidelity® VIP Contrafund® Portfolio (Service Class 2) Franklin Small Cap Value VIP Fund (Class 2) Oppenheimer Main Street Small Cap Fund®/VA (Service Shares) PIMCO Real Return Portfolio (Administrative Class) Voya Balanced Portfolio (Class S) Voya Global Bond Portfolio (Class S) Voya Global Value Advantage Portfolio (Class S) Voya Growth and Income Portfolio (Class ADV) Voya High Yield Portfolio (Class S) Voya Index Plus LargeCap Portfolio (Class S) Voya Index Plus MidCap Portfolio (Class S) Voya Index Plus SmallCap Portfolio (Class S) Voya Intermediate Bond Portfolio (Class S) Voya International Index Portfolio (Class ADV) Voya Large Cap Growth Portfolio (Class ADV) Voya Large Cap Value Portfolio (Class S) Voya Liquid Assets Portfolio (Class S) Voya MidCap Opportunities Portfolio (Class S) Voya Multi-Manager Large Cap Core Portfolio (Class S) Voya Russell™ Large Cap Growth Index Portfolio (Class S) Voya Russell™ Large Cap Value Index Portfolio (Class S) Voya Small Company Portfolio (Class S) Voya SmallCap Opportunities Portfolio (Class S) Voya Solution 2015 Portfolio (Class S) <sup>(1)</sup> Voya Solution 2025 Portfolio (Class S) <sup>(1)</sup> Voya Solution 2035 Portfolio (Class S) <sup>(1)</sup> Voya Solution 2045 Portfolio (Class S) <sup>(1)</sup>	Voya Solution Income Portfolio (Class S) <sup>(1)</sup> Voya Strategic Allocation Conservative Portfolio (Class S) <sup>(1)</sup> Voya Strategic Allocation Growth Portfolio (Class S) <sup>(1)</sup> Voya Strategic Allocation Moderate Portfolio (Class S) <sup>(1)</sup> Voya U.S. Bond Index Portfolio (Class S) VY® American Century Small-Mid Cap Value Portfolio (Class S) VY® Baron Growth Portfolio (Class S) VY® BlackRock Inflation Protected Bond Portfolio (Class S) VY® Clarion Global Real Estate Portfolio (Class S) VY® Columbia Contrarian Core Portfolio (Class S) VY® DFA World Equity Portfolio (Class S) <sup>(1)</sup> VY® Franklin Templeton Founding Strategy Portfolio (Class S) VY® Invesco Comstock Portfolio (Class S) VY® Invesco Equity and Income Portfolio (Class S) <sup>(3)</sup> VY® JPMorgan Emerging Markets Equity Portfolio (Class S) VY® JPMorgan Mid Cap Value Portfolio (Class S) <sup>(4)</sup> VY® Oppenheimer Global Portfolio (Class S) <sup>(3)</sup> VY® T. Rowe Price Capital Appreciation Portfolio (Class S) VY® T. Rowe Price Diversified Mid Cap Growth Portfolio (Class S) VY® T. Rowe Price Equity Income Portfolio (Class S) VY® T. Rowe Price Growth Equity Portfolio (Class S) VY® T. Rowe Price International Stock Portfolio (Class S) VY® Templeton Foreign Equity Portfolio (Class S)
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\* The Voya Diversified International Fund was closed to new investments on April 26, 2007. The Voya Aggregate Bond Portfolio was closed to new investments on May 1, 2009. There is no further information about these funds in this prospectus.

- (1) These portfolios are structured as fund of funds that invest directly in shares of underlying funds. See “The Funds” for additional information.
- (2) Class I shares of this fund are available only to those investors who were invested in the Initial Class shares of the ING American Century Select Portfolio as of April 29, 2005. On April 27, 2007, the ING American Century Select Portfolio merged into the VY® BlackRock Large Cap Growth Portfolio.
- (3) As of April 29, 2005, Initial Class shares of this fund were closed to new premiums and transfers.
- (4) As of February 7, 2014, this fund was closed to new premiums and transfers.

The above funds are purchased and held by corresponding divisions of our separate account. We refer to the divisions as “subaccounts” and the money you place in the Fixed Account’s guaranteed interest periods as “Fixed Interest Allocations” in this prospectus.

**Additional Disclosure Information.** Neither the SEC, nor any state securities commission, has approved or disapproved the securities offered through this prospectus or passed on the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense. We do not intend for this prospectus to be an offer to sell or a solicitation of an offer to buy these securities in any state that does not permit their sale. We have not authorized anyone to provide you with information that is different than that contained in this prospectus.

**Allocations to a subaccount investing in a fund are not bank deposits and are not insured or guaranteed by any bank or by the Federal Deposit Insurance Corporation or any other government agency.**

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## INDEX OF SPECIAL TERMS

The following special terms are used throughout this prospectus. Refer to the page(s) listed for an explanation of each term:

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The following terms as used in this prospectus have the same or substituted meanings as the corresponding terms currently used in the contract:

<b>Term Used in This Prospectus</b>	<b>Corresponding Term Used in the Contract</b>
Accumulation Unit Value	Index of Investment Experience
Income Phase Start Date	Annuity Commencement Date
Contract Owner	Owner or Certificate Owner
Contract Value	Accumulation Value
Transfer Charge	Excess Allocation Charge
Fixed Interest Allocation	Fixed Allocation
Free Look Period	Right to Examine Period
Guaranteed Interest Period	Guarantee Period
Subaccount(s)	Division(s)
Net Investment Factor	Experience Factor
Regular Withdrawals	Conventional Partial Withdrawals
Withdrawals	Partial Withdrawals

## FEES AND EXPENSES

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering account value from your contract. The first table describes the fees and expenses that you may pay at the time that you buy the contract, surrender account value from the contract, or transfer contract value between investment options. State premium taxes which currently range from 0% to 4% of premium payments may also be deducted. Any premium tax is deducted from the contract value.

### Contract Owner Transaction Expenses<sup>1</sup>

#### Surrender Charge

Complete Years Elapsed Since Premium Payment*	0	1	2	3	4	5	6	7+
Surrender Charge (as a percentage of premium payment withdrawn)	6%	6%	5%	4%	3%	2%	1%	0%

\* For amounts transferred or rolled over into this contract as an internal transfer, see "Charges Deducted From Contract Value—Surrender Charge."

Transfer Charge<sup>2</sup> ..... \$25  
(per transfer, if you make more than 12 transfers in a contract year)

<sup>1</sup> If you are invested in a Fixed Interest Allocation, a Market Value Adjustment may apply to certain transactions. This may increase or decrease your contract value and/or your transfer or surrender amount.

<sup>2</sup> We currently do not impose this charge, but may do so in the future.

The next table describes the fees and expenses that you will pay periodically during the time that you own the contract, not including fund fees and expenses.

### Annual Contract Administrative Charge<sup>3</sup>

Administrative Charge ..... \$30  
(We waive this charge if the total of your premium payment is \$50,000 or more or if your contract value at the end of a contract year is \$50,000 or more.)

<sup>3</sup> We deduct this charge on each contract anniversary and on surrender.

### Separate Account Annual Charges<sup>4</sup>

The following charges apply to contracts established prior to August 7, 2003, and contracts issued in Oregon:

	Option Package I	Option Package II	Option Package III
Mortality & Expense Risk Charge	0.60%	0.80%	0.95%
Asset-Based Administrative Charge	0.15%	0.15%	0.15%
Total	<u>0.75%</u>	<u>0.95%</u>	<u>1.10%</u>

<sup>4</sup> As a percentage of average daily assets in each subaccount. The Separate Account Annual Charges are deducted daily.

The following charges apply to contracts established on or after August 7, 2003 (or upon state approval, if later):

	Option Package I	Option Package II	Option Package III
Mortality & Expense Risk Charge	0.85%	1.05%	1.20%
Asset-Based Administrative Charge	<u>0.15%</u>	<u>0.15%</u>	<u>0.15%</u>
Total	1.00%	1.20%	1.35%

### **Optional Rider Charges<sup>1</sup>**

Minimum Guaranteed Income Benefit rider:

<b>As an Annual Charge (Charge Deducted Quarterly)</b>
0.60% of the MGIB Benefit Base <sup>2</sup>

Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit rider<sup>3</sup>:

<b>As an Annual Charge—Currently (Charge Deducted Quarterly)</b>	<b>Maximum Annual Charge</b>
0.80% of the Voya LifePay Plus Base	1.50% of the Voya LifePay Plus Base

Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit rider<sup>4</sup>:

<b>As an Annual Charge—Currently (Charge Deducted Quarterly)</b>	<b>Maximum Annual Charge</b>
1.05% of the Voya Joint LifePay Plus Base	1.70% of the Voya Joint LifePay Plus Base

<sup>1</sup> Optional rider charges are expressed as a percentage, rounded to the nearest hundredth of one percent. The basis for an optional rider charge is sometimes a benefit base or contract value, as applicable. Optional rider charges are deducted from the contract value in your subaccount allocations (and/or your Fixed Interest Allocations if there is insufficient contract value in the subaccounts). These tables contain the charges for the current versions of these riders. For information about previous versions of these riders, including charges, see Appendix K and Appendix L.

<sup>2</sup> For more information about how the MGIB Benefit Base is determined, please see “Optional Living Benefit Riders—Minimum Guaranteed Income Benefit (MGIB) Rider—Determining the MGIB Annuity Income.”

<sup>3</sup> The Voya LifePay Plus Base is calculated based on premium if this rider is elected at contract issue. The Voya LifePay Plus Base is calculated based on contract value if this rider is added after contract issue. The charge for this rider can increase upon an Annual Ratchet once the Lifetime Withdrawal Phase begins, subject to the maximum charge. We promise not to increase the charge for your first five rider years. For more information about the Voya LifePay Plus Base and Annual Ratchet, please see “Charges and Fees—Optional Rider Charges—Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit (Voya LifePay Plus) Rider Charge” and “Optional Living Benefit Riders—Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit (“Voya LifePay Plus”) Rider—Annual Ratchet.”

<sup>4</sup> The Voya Joint LifePay Plus Base is calculated based on premium if this rider is elected at contract issue. The Voya Joint LifePay Plus Base is calculated based on contract value if this rider is added after contract issue. The charge for this rider can increase upon an Annual Ratchet once the Lifetime Withdrawal Phase begins, subject to the maximum charge. We promise not to increase the charge for your first five rider years. For more information about the Voya Joint LifePay Plus Base and Annual Ratchet, please see “Charges and Fees—Optional Rider Charges—Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit (Voya Joint LifePay Plus) Rider Charge” and “Optional Living Benefit Riders—Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit (“Voya Joint LifePay Plus”) Rider—Annual Ratchet.”

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

Total Annual Fund Operating Expenses	Minimum	Maximum
(expenses that are deducted from fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses):	0.53%	1.51%

Examples:

These Examples are intended to help you compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include contract owner transaction expenses, contract fees, separate account annual expenses, and fund fees and expenses.

Premium taxes (which currently range from 0% to 4% of premium payments) may apply, but are not reflected in the examples below.

**A.** This example assumes that you invest \$10,000 in the contract for the time periods indicated. The example also assumes that your investment has a 5% return each year and assumes the **maximum** fees and expenses of any of the funds. Specifically, the example assumes election of Option Package III for contracts established on or after August 7, 2003. The example reflects the deduction of a mortality and expense risk charge, an asset-based administrative charge, and the annual contract administrative charge as an annual charge of 0.0068% of assets. The example also assumes you elected the Minimum Guaranteed Income Benefit rider with an assumed annual charge of 0.60% of the MGIB Benefit Base, and the rider charge is assessed each quarter on a base equal to the hypothetical \$10,000 premium increasing at 5% per year. If you elect different options, your expenses may be lower. If some or all of the amounts held under the contract are transfer amounts or otherwise not subject to surrender charge, the actual surrender charge will be lower than that represented in the example. Surrender charges may apply if you choose to begin receiving income phase payments within the first contract year and, under certain circumstances, within the first 7 contract years.

Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

1) If you surrender your contract at the end of the applicable time period:				
1 year	3 years	5 years	10 years	
\$946	\$1,562	\$2,112	\$3,847	
2) If you annuitize at the end of the applicable time period:				
1 year	3 years	5 years	10 years	
\$946	\$1,562	\$2,112	\$3,847	
3) If you do <i>not</i> surrender your contract:				
1 year	3 years	5 years	10 years	
\$346	\$1,062	\$1,812	\$3,847	

**B.** This example assumes that you invest \$10,000 in the contract for the time periods indicated. The example also assumes that your investment has a 5% return each year and assumes the **maximum** fees and expenses of any of the funds. Specifically, the example assumes election of Option Package III for contracts established on or after August 7, 2003. The example reflects the deduction of a mortality and expense risk charge, an asset-based administrative charge, and the annual contract administrative charge as an annual charge of 0.0068% of assets. The example also assumes the election of the Voya LifePay Plus rider, and reflects the maximum Voya LifePay Plus rider charge of 1.50% of the Voya LifePay Plus Base. If you elect different options, your expenses may be lower. If some or all of the amounts held under the contract are transfer amounts or otherwise not subject to surrender charge, the actual surrender charge will be lower than that represented in the example. Surrender charges may apply if you choose to begin receiving income phase payments within the first contract year and, under certain circumstances, within the first 7 contract years.

Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

1) If you surrender your contract at the end of the applicable time period:			
1 year	3 years	5 years	10 years
\$1,037	\$1,842	\$2,588	\$4,825
2) If you annuitize at the end of the applicable time period:			
1 year	3 years	5 years	10 years
\$1,037	\$1,842	\$2,588	\$4,825
3) If you do <i>not</i> surrender your contract:			
1 year	3 years	5 years	10 years
\$437	\$1,342	\$2,288	\$4,825

C. This example assumes that you invest \$10,000 in the contract for the time periods indicated. The example also assumes that your investment has a 5% return each year and assumes the **maximum** fees and expenses of any of the funds. Specifically, the example assumes election of Option Package III for contracts established on or after August 7, 2003. The example reflects the deduction of a mortality and expense risk charge, an asset-based administrative charge, and the annual contract administrative charge as an annual charge of 0.0068% of assets. The example also assumes the election of the Voya Joint LifePay Plus rider, and reflects the maximum Voya Joint LifePay Plus rider charge of 1.70% of the Voya Joint LifePay Plus Base. If you elect different options, your expenses may be lower. If some or all of the amounts held under the contract are transfer amounts or otherwise not subject to surrender charge, the actual surrender charge will be lower than that represented in the example. Surrender charges may apply if you choose to begin receiving income phase payments within the first contract year and, under certain circumstances, within the first 7 contract years.

Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

1) If you surrender your contract at the end of the applicable time period:			
1 year	3 years	5 years	10 years
\$1,057	\$1,904	\$2,694	\$5,047
2) If you annuitize at the end of the applicable time period:			
1 year	3 years	5 years	10 years
\$1,057	\$1,904	\$2,694	\$5,047
3) If you do <i>not</i> surrender your contract:			
1 year	3 years	5 years	10 years
\$457	\$1,404	\$2,394	\$5,047

Compensation is paid for the sale of the contracts. For information about this compensation, see “Contract Distribution–Selling the Contract.”

### Fees Deducted by the Funds

**Using This Information.** The fund prospectuses show the investment advisory fees, 12b-1 fees and other expenses including service fees (if applicable) charged annually by each fund. See the “Charges and Fees” section of this prospectus, and the fund prospectuses, for further information. Fund fees are one factor that impacts the value of a fund share. To learn about additional factors, refer to the fund prospectuses.

The Company may receive compensation from each of the funds or the funds’ affiliates based on an annual percentage of the average net assets held in that fund by the Company. The percentage paid may vary from one fund company to another. For certain funds, some of this compensation may be paid out of 12b-1 fees or service fees that are deducted from fund assets. Any such fees deducted from fund assets are disclosed in the fund prospectuses. The Company may also receive additional compensation from certain funds for administrative, recordkeeping or other services provided by the Company to the funds or the funds’ affiliates. These additional payments may also be used by the Company to finance distribution. These additional payments are made by the funds or the funds’ affiliates to the Company and do not increase, directly or indirectly, the fund fees and expenses. See “Charges and Fees–Fund Expenses” for additional information.

In the case of fund companies affiliated with the Company, where an affiliated investment adviser employs subadvisers to manage the funds, no direct payments are made to the Company or the affiliated investment adviser by the subadvisers. Subadvisers may provide reimbursement for employees of the Company or its affiliates to attend business meetings or training conferences. Investment management fees are apportioned between the affiliated investment adviser and subadviser. This apportionment varies by subadviser, resulting in varying amounts of revenue retained by the affiliated investment adviser. This apportionment of the investment advisory fee does not increase, directly or indirectly, fund fees and expenses. See “Charges and Fees—Fund Expenses” for additional information.

**How Fees are Deducted.** Fees are deducted from the value of the fund shares on a daily basis, which in turn affects the value of each subaccount that purchases fund shares.

## CONDENSED FINANCIAL INFORMATION

**Understanding Condensed Financial Information.** In Appendix A, we provide condensed financial information about the separate account subaccounts available under the contracts. The tables show the value of the subaccounts over the past 10 years. For subaccounts that were not available 10 years ago, we give a history from the date of first availability or the date premium payments were first received in the subaccount under the contract.

**Financial Statements.** The statements of assets and liabilities, the statements of operations, the statements of changes in net assets and the related notes to financial statements for Separate Account B and the financial statements and the related notes to financial statements for Voya Insurance and Annuity Company are included in the Statement of Additional Information.

### Accumulation Unit

We use accumulation units to calculate the value of a contract. Each subaccount of the separate account has its own accumulation unit value. The accumulation units are valued each business day that the New York Stock Exchange (“NYSE”) is open for trading. Their values may increase or decrease from day to day according to a Net Investment Factor, which is primarily based on the investment performance of the applicable fund. Shares in the funds are valued at their net asset value.

### The Net Investment Factor

The Net Investment Factor is an index number which reflects certain charges under the contract and the investment performance of the subaccount. The Net Investment Factor is calculated for each subaccount as follows:

1. We take the net asset value of the subaccount at the end of each business day.
2. We add to 1) the amount of any dividend or capital gains distribution declared for the subaccount and reinvested in such subaccount. We subtract from that amount a charge for our taxes, if any.
3. We divide 2) by the net asset value of the subaccount at the end of the preceding business day.

Calculations for the subaccounts are made on a per share basis.

The Net Rate of Return equals the Net Investment Factor minus one.

### Performance Information

From time to time, we may advertise or include in reports to contract owners performance information for the subaccounts of the separate account, including the average annual total return performance, yields and other nonstandard measures of performance. Such performance data will be computed, or accompanied by performance data computed, in accordance with standards defined by the SEC.

Standard total average annual return performance will include average annual rates of total return for 1, 5 and 10 year periods, or lesser periods depending on how long the separate account has been investing in the fund. We may show other total returns for periods of less than one year. Total return figures will be based on the actual historic performance of the subaccounts of the separate account, assuming an investment at the beginning of the period when the separate account first invested in the fund (or when the fund was first made available through the Separate Account) and withdrawal of the investment at the end of the period, adjusted to reflect the deduction of all applicable fund and current contract charges. We may also show rates of total return on amounts invested at the beginning of the period with no withdrawal at the end of the period. Total return figures which assume no withdrawals at the end of the period will reflect all recurring charges, but will not reflect the surrender charge. In addition, we may present historic performance data for the funds since their inception reduced by some or all of the fees and charges under the contract. Such adjusted historic performance includes data that precedes the inception dates of the subaccounts of the separate account. This data is designed to show the performance that would have resulted if the contract had been in existence before the separate account began investing in the funds.

Performance information reflects only the performance of a hypothetical contract and should be considered in light of other factors, including the investment objective of the fund and market conditions. Please keep in mind that past performance is not a guarantee of future results.

## **VOYA INSURANCE AND ANNUITY COMPANY**

Voya Insurance and Annuity Company is an Iowa stock life insurance company, which was originally incorporated in Minnesota on January 2, 1973. Voya Insurance and Annuity Company is a wholly owned subsidiary of Lion Connecticut Holdings Inc. (“Lion Connecticut”), which in turn is a wholly owned subsidiary of Voya Financial, Inc. (“Voya<sup>®</sup>”), which until April 7, 2014, was known as ING U.S., Inc. In May 2013, the common stock of Voya began trading on the New York Stock Exchange under the symbol “VOYA” and Voya completed its initial public offering of common stock.

Voya Insurance and Annuity Company is authorized to sell insurance and annuities in all states, except New York, and the District of Columbia. Although we are a subsidiary of Voya, Voya is not responsible for the obligations under the Contract. The obligations under the Contract are solely the responsibility of Voya Insurance and Annuity Company.

Directed Services LLC, the distributor of the Contracts and the investment manager of the Voya Investors Trust, is also a wholly owned indirect subsidiary of Voya. Voya also indirectly owns Voya Investments, LLC and Voya Investment Management Co. LLC, portfolio managers of the Voya Investors Trust and the investment managers of the Voya Variable Insurance Trust, Voya Variable Products Trust and Voya Variable Product Portfolios, respectively.

Prior to March 9, 2015, Voya was an affiliate of ING Groep N.V. (“ING”), a global financial institution active in the fields of insurance, banking and asset management. On March 9, 2015, ING completed a public secondary offering of Voya common stock (the “March 2015 Offering”) and also completed the sale of Voya common stock to Voya pursuant to the terms of a share repurchase agreement (the “March 2015 Direct Share Buyback”) (the March 2015 Offering and the March 2015 Direct Share Buyback collectively, the “March 2015 Transactions”). Upon completion of the March 2015 Transactions, ING has exited its stake in Voya common stock. As a result of the completion of the March 2015 Transactions, ING has satisfied the provisions of its agreement with the European Union regarding the divestment of its U.S. insurance and investment operations, which required ING to divest 100% of its ownership interest in Voya together with its subsidiaries, including the Company by the end of 2016.

Our principal office is located at 1475 Dunwoody Drive, West Chester, Pennsylvania 19380.

**Product Regulation.** Our products are subject to a complex and extensive array of state and federal tax, securities and insurance laws, and regulations, which are administered and enforced by a number of governmental and self-regulatory authorities, including state insurance regulators, state securities administrators, the SEC, the Financial Industry Regulatory Authority (“FINRA”), the Department of Labor and the Internal Revenue Service (“IRS”). For example, U.S. federal income tax law imposes requirements relating to product design, administration, and investments that are conditions for beneficial tax treatment of such products under the Tax Code. **See “Federal Tax Considerations” for further discussion of some of these requirements.** Failure to administer certain product features could affect such beneficial tax treatment. In addition, state and federal securities and insurance laws impose requirements relating to insurance product design, offering and distribution, and administration. Failure to meet any of these complex tax, securities, or insurance requirements could subject the Company to administrative penalties imposed by a particular governmental or self-regulatory authority and unanticipated claims and costs associated with remedying such failure. Additionally, such failure could harm the Company’s reputation, interrupt the Company’s operations or adversely impact profitability.

## SEPARATE ACCOUNT B

The separate account was established as a separate account of the Company on July 14, 1988. It is registered with the SEC as a unit investment trust under the Investment Company Act of 1940 as amended (the “1940 Act”). The separate account is a separate investment account used for our variable annuity contracts. We own all the assets in the separate account but such assets are kept separate from our other accounts.

The separate account is divided into subaccounts. Each subaccount invests exclusively in shares of one fund of a fund. Each fund has its own distinct investment objectives and policies. Income, gains and losses, realized or unrealized, of a portfolio are credited to or charged against the corresponding subaccount of the separate account without regard to any other income, gains or losses of the Company. Assets equal to the reserves and other contract liabilities with respect to each are not chargeable with liabilities arising out of any other business of the Company. They may, however, be subject to liabilities arising from subaccounts whose assets we attribute to other variable annuity contracts supported by the separate account. If the assets in the separate account exceed the required reserves and other liabilities, we may transfer the excess to our general account. We are obligated to pay all benefits and make all payments provided under the contracts. All guarantees and benefits provided under the contracts are subject to the claims paying ability of the Company and our general account.

**Note:** Other variable annuity contracts invest in Separate Account B but are not discussed in this prospectus. The separate account may also invest in other funds which are not available under your contract. Under certain circumstances, we may make certain changes to the subaccounts. For more information, see “The Annuity Contract—Addition, Deletion, or Substitution of Subaccounts and Other Changes.”

## THE FUNDS

**You will find information about the funds currently available under your contract in Appendix B—The Funds. A prospectus containing more complete information on each fund may be obtained by calling our Customer Service at 1-800-366-0066. You should read the prospectus carefully before investing.**

Certain funds may be structured as “fund of funds” or “Master-Feeder” funds. The funds may have higher fees and expenses than a fund that invests directly in debt and equity securities because they also incur the fees and expenses of the underlying funds in which they invest. These funds are affiliated funds, and the underlying funds in which they invest may be affiliated as well. The fund prospectuses disclose the aggregate annual operating expenses of each fund and its corresponding underlying fund or funds. These funds are identified in the fund list in the front of this prospectus.

If, due to differences in tax treatment or other considerations, the interests of the contract owners of various contracts participating in the funds conflict, we, the Board of Trustees or Directors of the funds, and any other insurance companies participating in the funds will monitor events to identify and resolve any material conflicts that may arise.

## **Restricted Funds**

We may designate any investment option as a Restricted Fund and limit the amount you may allocate or transfer to a Restricted Fund. We may establish any such limitation, at our discretion, as a percentage of premium or contract value or as a specified dollar amount and change the limitation at any time. Currently, we have not designated any investment option as a Restricted Fund. We may, with 30 days' notice to you, designate any fund as a Restricted Fund or change the limitations on existing contracts with respect to new premiums added to such fund and also with respect to new transfers to such fund. If a change is made with regard to designation as a Restricted Fund or applicable limitations, such change will apply only to transactions effected after such change.

We limit your investment in the Restricted Funds on both an aggregate basis for all Restricted Funds and for each individual Restricted Fund. The aggregate limits for investment in all Restricted Funds are expressed as a percentage of contract value, percentage of premium and maximum dollar amount. Currently, your investment in two or more Restricted Funds would be subject to each of the following three limitations: no more than 30% of contract value, up to 100% of each premium and no more than \$9,999,999. We may change these limits, at our discretion, for new contracts, premiums, transfers or withdrawals.

We also limit your investment in each individual Restricted Fund. The limits for investment in each Restricted Fund are expressed as a percentage of contract value, percentage of premium and maximum dollar amount. Currently, the limits for investment in an individual Restricted Fund are the same as the aggregate limits set forth above. We may change these limits, in our discretion, for new contracts, premiums, transfers or withdrawals.

We monitor the aggregate and individual limits on investments in Restricted Funds for each transaction (e.g. premium payments, reallocations, withdrawals, dollar cost averaging). If the contract value in the Restricted Fund has increased beyond the applicable limit due to market growth, we will not require the reallocation or withdrawal of contract value from the Restricted Fund. However, if an aggregate limit has been exceeded, withdrawals must be taken either from the Restricted Funds or taken pro-rata from all investment options in which contract value is allocated, so that the percentage of contract value in the Restricted Funds following the withdrawal is less than or equal to the percentage of contract value in the Restricted Funds prior to the withdrawal.

We will allocate pro-rata the portion of any premium payment that exceeds the limits with a Restricted Fund to your other investment option choices not designated as Restricted Funds, or to a specially designated subaccount if there are none (currently, the Voya Liquid Assets Portfolio), unless you instruct us otherwise.

We will not permit a transfer to the Restricted Funds to the extent that it would increase the contract value in the Restricted Fund or in all Restricted Funds to more than the applicable limits set forth above. We will not limit transfers from Restricted Funds. If the result of multiple reallocations is to lower the percentage of total contract value in Restricted Funds, the reallocation will be permitted even if the percentage of contract value in a Restricted Fund is greater than its limit.

Please see "Withdrawals" and "Transfers Among Your Investments" in this prospectus for more information on the effect of Restricted Funds.

## **COVERED FUNDS, SPECIAL FUNDS AND EXCLUDED FUNDS**

For purposes of determining death benefits, we assign the investment options to one of three categories of funds. The categories are:

- Covered Funds;
- Special Funds; and
- Excluded Funds.

Allocations to Covered Funds participate fully in all guaranteed benefits. Allocations to Special Funds could affect the death benefit guarantee that may otherwise be provided. Allocations to Excluded Funds do not participate in any guaranteed benefits due to their potential for volatility.

Designation of investment options under these categories may vary by benefit. For example, we may designate an investment option a Special Fund for purposes of calculating one death benefit and not another. We may, with 30 days' notice to you, designate any investment option as a Special or Excluded Fund with respect to new premiums added to such investment option, with respect to new transfers to such investment option and with respect to the death benefits to which such designation applies. Selecting a Special or Excluded Fund may limit or reduce the death benefit. See "Death Benefit Choices" in this prospectus for more information.

## CHARGES AND FEES

We deduct the contract charges described below to compensate us for our cost and expenses, services provided and risks assumed under the contracts. We incur certain costs and expenses for distributing and administering the contracts, including compensation and expenses paid in connection with sales of the contracts, for paying the benefits payable under the contracts, and for bearing various risks associated with the contracts. Some of the charges are for optional riders, so they are only deducted if you elect to purchase the rider. The amount of a contract charge will not always correspond to the actual costs associated with the charge. For example, the surrender charge collected may not fully cover all of the distribution expenses incurred by us with the service or benefits provided. In the event there are any profits from fees and charges deducted under the contract, including the mortality and expense risk charge and rider and benefit charges, we may use such profits to finance the distribution of contracts.

### Charge Deduction Subaccount

You may elect to have all charges against your contract value (except daily charges) deducted directly from a single subaccount designated by the Company. Currently, we use the Voya Liquid Assets Portfolio subaccount for this purpose. If you do not elect this option, or if the amount of the charges is greater than the amount in the designated subaccount, the charges will be deducted as discussed below. You may cancel this option at any time by sending notice to our Customer Service in a form satisfactory to us.

### Charges Deducted from the Contract Value

We deduct the following charges from your contract value:

**Internal transfers when the prior contract or arrangement either imposed a front end load or had no applicable surrender charge:** There is no surrender charge under this contract on amounts transferred or rolled over from a prior contract as an internal transfer when the prior contract imposed a front end load, there was no applicable surrender charge under the prior contract, or if the prior contract would not have assessed a surrender charge if the money had been transferred to a contract issued by a non-affiliated company.

**Transfers from external sources, internal transfers when the prior contract had an applicable surrender charge and/or additional premium payments not part of an internal transfer:** We deduct a surrender charge if you surrender your contract or withdraw an amount exceeding the free withdrawal amount. The free withdrawal amount for a contract year is the greater of: 1) 10% of contract value, based on the contract value on the date of withdrawal, less any prior withdrawals in that contract year; or 2) your required minimum distribution ("RMD") attributable to amounts held under your contract. Under Option Package III, any unused free withdrawal amount may carry forward to successive contract years, but in no event would the free withdrawal amount at any time exceed 30% of contract value.

The following table shows the schedule of the surrender charge that will apply, based on the total premium withdrawn. The surrender charge is deducted from the amount requested for withdrawal. The surrender charge is a percent of each premium payment withdrawn. For internal transfers, the amount subject to surrender charge is the lesser of premium payments paid under the prior contract or the initial contract value.

Complete Years Elapsed Since Premium Payment*	0	1	2	3	4	5	6	7+
Surrender Charge	6%	6%	5%	4%	3%	2%	1%	0%

\* For amounts transferred or rolled over into this contract as an internal transfer, the "Complete Years Elapsed" are calculated from the date of the first premium payment made under the prior contract or, if earlier, the effective date of the prior contract.

**Waiver of Surrender Charge for Extended Medical Care.** We will waive the surrender charge in most states in the following events: (i) you begin receiving qualified extended medical care on or after the first contract anniversary for at least 45 days during a 60-day period and your request for the surrender or withdrawal, together with all required documentation is received at our Customer Service during the term of your care or within 90 days after the last day of your care; or (ii) you are first diagnosed by a qualifying medical professional, on or after the first contract anniversary, as having a qualifying terminal illness. We have the right to require an examination by a physician of our choice. If we require such an examination, we will pay for it. You are required to send us satisfactory written proof of illness. See your contract for more information. The waiver of surrender charge may not be available in all states.

**Free Withdrawal Amount.** The Free Withdrawal Amount in any contract year is the greater of: 1) 10% of contract value, based on the contract value on the date of the withdrawal; and 2) your RMD attributable to amounts held under the contract. The Free Withdrawal Amount does not include your RMD for the tax year containing the contract date of this contract. Under Option Package III, any unused percentage of the 10% Free Withdrawal Amount from a contract year will carry forward into successive contract years, based on the percentage remaining at the time of the last withdrawal in that contract year. In no event will the free withdrawal amount at any time exceed 30% of contract value.

**Surrender Charge for Excess Withdrawals.** We will deduct a surrender charge for excess withdrawals, which may include a withdrawal you make to satisfy required minimum distributions under the Tax Code. We consider a withdrawal to be an “excess withdrawal” when the amount you withdraw in any contract year exceeds the Free Withdrawal Amount. Where you are receiving systematic withdrawals, any combination of regular withdrawals taken and any systematic withdrawals expected to be received in a contract year will be included in determining the amount of the excess withdrawal. Such a withdrawal will be considered a partial surrender of the contract and we will impose a surrender charge and any associated premium tax. We will deduct such charges from the contract value in proportion to the contract value in each subaccount or Fixed Interest Allocation from which the excess withdrawal was taken. In instances where the excess withdrawal equals the entire contract value in such subaccounts or Fixed Interest Allocations, we will deduct charges proportionately from all other subaccounts and Fixed Interest Allocations in which you are invested. **Any withdrawal from a Fixed Interest Allocation more than 30 days before its maturity date will trigger a Market Value Adjustment.** See Appendix C and the Fixed Account II prospectus for more information.

For the purpose of calculating the surrender charge for an excess withdrawal: a) we treat premiums as being withdrawn on a first-in, first-out basis; and b) amounts withdrawn that are not considered an excess withdrawal are not considered a withdrawal of any premium payments. We have included an example of how this works in Appendix E. Although we treat premium payments as being withdrawn before earnings for purposes of calculating the surrender charge for excess withdrawals, the federal tax law treats earnings as withdrawn first.

**Surrender Charges and the Voya LifePay Plus and Voya Joint LifePay Plus Riders.** If you elect the Voya LifePay Plus or Voya Joint LifePay Plus rider, withdrawals up to the Maximum Annual Withdrawal taken during the Lifetime Withdrawal Phase will not incur surrender charges. See “Optional Living Benefit Riders–Voya LifePay Plus Minimum Contract Withdrawal Benefit (“Voya LifePay Plus”) Rider–Surrender Charges” and “Optional Living Benefit Riders–Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit (“Voya Joint LifePay Plus”) Rider–Surrender Charges.”

**Premium Taxes.** We may make a charge for state and local premium taxes depending on your state of residence. The tax can range from 0% to 4% of the premium payment. We have the right to change this amount to conform with changes in the law or if you change your state of residence.

We deduct the premium tax from your contract value (or from the MGIB Benefit Base, if exercised) on the income phase payment start date. However, some jurisdictions impose a premium tax at the time that initial and additional premiums are paid, regardless of when the income phase payments begin. In those states we may defer collection of the premium taxes from your contract value and deduct it when you surrender the contract, when you take an excess withdrawal, or on the income phase start date.

**Administrative Charge.** We deduct an annual administrative charge on each contract anniversary, or if you surrender your contract prior to a contract anniversary, at the time we determine the cash surrender value payable to you. The amount deducted is \$30 per contract unless waived under conditions we establish. We deduct the charge proportionately from all subaccounts in which you are invested. If there is no contract value in those subaccounts, we will deduct the charge from your Fixed Interest Allocations starting with the guaranteed interest periods nearest their maturity dates until the charge has been paid.

**Transfer Charge.** We currently do not deduct any charges for transfers made during a contract year. We have the right, however, to assess up to \$25 for each transfer after the twelfth transfer in a contract year. If such a charge is assessed, we would deduct the charge from the subaccounts and the Fixed Interest Allocations from which each such transfer is made in proportion to the amount being transferred from each such subaccount and Fixed Interest Allocation unless you have chosen to have all charges deducted from a single subaccount. The charge will not apply to any transfers due to the election of dollar cost averaging, automatic rebalancing and transfers we make to and from any subaccount specially designated by the Company for such purpose.

**Redemption Fees.** Certain funds may deduct redemption fees as a result of withdrawals, transfers, or other fund transactions you initiate. If applicable, we may deduct the amount of any redemption fees imposed by the underlying mutual funds as a result of withdrawals, transfers or other fund transactions you initiate. Redemption fees, if any, are separate and distinct from any transaction charges or other charges deducted from your contract value. **For a more complete description of the funds' fees and expenses, review each fund's prospectus.**

#### **Charges Deducted from the Subaccounts**

**Mortality and Expense Risk Charge.** The amount of the mortality and expense risk charge depends on the option package you have elected. The charge is deducted on each business day based on the assets you have in each subaccount. In the event there is any profit from the mortality and expense risk charge, we may use such profit to finance the distribution of contracts.

#### ***Option Packages***

The following option packages apply to contracts established prior to August 7, 2003, and contracts issued in Oregon:

<b>Option Package I</b>	<b>Option Package II</b>	<b>Option Package III</b>
Annual Charge 0.60%	Annual Charge 0.80%	Annual Charge 0.95%

The following option packages apply to contracts established on or after August 7, 2003 (or upon state approval, if later):

<b>Option Package I</b>	<b>Option Package II</b>	<b>Option Package III</b>
Annual Charge 0.85%	Annual Charge 1.05%	Annual Charge 1.20%

**Asset-Based Administrative Charge.** The amount of the asset-based administrative charge, on an annual basis, is equal to 0.15% of the assets you have in each subaccount. This charge is deducted daily from your assets in each subaccount.

**Optional Rider Charges.** Subject to state availability, you may purchase one of three optional benefit riders for an additional charge. Please check your contract application to determine which riders may be available to you. Once elected, a rider cannot be canceled independently of the contract. So long as a rider is in effect, we will deduct a separate quarterly charge for the optional benefit rider through a pro-rata reduction of the contract value of the subaccounts in which you are invested. If there is insufficient contract value in the subaccounts, we will deduct the charge from your Fixed Interest Allocations nearest their maturity date. We deduct each rider charge on the quarterly contract anniversary in arrears, meaning we deduct the first charge on the first quarterly anniversary following the rider date. If the rider is added to an existing contract, the first quarter's charge will be reduced proportionally for the portion of the quarter that the rider was not in effect. For a description of riders and the defined terms used in connection with the riders, see "Optional Living Benefit Riders."

A "quarterly anniversary date" is the date three months from the contract date that falls on the same date in the month as the contract date. For example, if the contract date is February 12, the quarterly anniversary date is May 12. If there is no corresponding date in the month, the quarterly anniversary date will be the last date of such month. If the quarterly anniversary date falls on a weekend or holiday, we will use the value as of the subsequent business day.

**Minimum Guaranteed Income Benefit (MGIB).** The charge for the MGIB Rider, a living benefit, is deducted quarterly as follows:

As an Annual Charge
0.60% of the MGIB Benefit Base

Please see "Optional Living Benefit Riders–Minimum Guaranteed Income Benefit (MGIB) Rider" for a description of the MGIB Benefit Base and the MGIB Rate.

**Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit (Voya LifePay Plus) Rider Charge.** The charge for the Voya LifePay Plus rider, a living benefit, is deducted quarterly from your contract value:

Maximum Annual Charge	Current Annual Charge
1.50%	0.80%

This quarterly charge is a percentage of the Voya LifePay Plus Base. We deduct the charge in arrears based on the contract date (contract year versus calendar year). In arrears means the first charge is deducted at the end of the first quarter from the contract date. If the rider is elected at contract issue, the rider effective date is the same as the contract date. If the rider is added after contract issue, the rider and charges will begin on the next following quarterly contract anniversary. A quarterly contract anniversary occurs each quarter of a contract year from the contract date. The charge will be pro-rated when the rider is terminated. Charges will no longer be deducted once your rider enters Lifetime Automatic Periodic Benefit Status. Lifetime Automatic Periodic Benefit Status occurs if your contract value is reduced to zero and other conditions are met. We reserve the right to increase the charge for the Voya LifePay Plus rider upon an Annual Ratchet once the Lifetime Withdrawal Phase begins. You will never pay more than new issues of this rider, subject to the maximum annual charge. We will not increase the charge for your first five years after the effective date of the rider. For more information about how this rider works, including when Lifetime Automatic Periodic Benefit Status begins, please see "Optional Living Benefit Riders–Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit ("Voya LifePay Plus") Rider."

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. Currently, a Market Value Adjustment would not apply when this charge is deducted from a Fixed Interest Allocation. With Fixed Interest Allocations, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Interest Allocation, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**Please Note:** *The above information pertains to the form of Voya LifePay Plus rider which was available for sale from May 1, 2009 until March 15, 2010. If you purchased a prior version of the Voya LifePay Plus rider, please see Appendix K for more information. If you purchased the Voya LifePay rider, please see Appendix L for more information.*

**Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit (Voya Joint LifePay Plus) Rider Charge.** The charge for the Voya Joint LifePay Plus rider, a living benefit, is deducted quarterly from your contract value:

Maximum Annual Charge	Current Annual Charge
1.70%	1.05%

This quarterly charge is a percentage of the Voya Joint LifePay Plus Base. We deduct the charge in arrears based on the contract date (contract year versus calendar year). In arrears means the first charge is deducted at the end of the first quarter from the contract date. If the rider is elected at contract issue, the rider effective date is the same as the contract date. If the rider is added after contract issue, the rider and charges will begin on the next following quarterly contract anniversary. A quarterly contract anniversary occurs each quarter of a contract year from the contract date. The charge will be pro-rated when the rider is terminated. Charges will no longer be deducted once your rider enters Lifetime Automatic Periodic Benefit Status. Lifetime Automatic Periodic Benefit Status occurs if your contract value is reduced to zero and other conditions are met.

We reserve the right to increase the charge for the Voya LifePay Plus rider upon an Annual Ratchet once the Lifetime Withdrawal Phase begins. You will never pay more than new issues of this rider, subject to the maximum annual charge. We will not increase the charge for the first five years after the effective date of the rider. You will never pay more than new issues of this rider, subject to the maximum annual charge. For more information about how this rider works, including when Lifetime Automatic Periodic Benefit Status begins, please see “Optional Living Benefit Riders–Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit (“Voya Joint LifePay Plus”) Rider.”

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. Currently, a Market Value Adjustment would not apply when this charge is deducted from a Fixed Interest Allocation. With Fixed Interest Allocations, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Interest Allocation, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**Please Note:** *The above information pertains to the form of Voya Joint LifePay Plus rider which was available for sale from May 1, 2009 until March 15, 2010. If you purchased a prior version of the Voya Joint LifePay Plus rider, please see Appendix K for more information. If you purchased the Voya Joint LifePay rider, please see Appendix L for more information.*

### **Fund Expenses**

As shown in the fund prospectuses, each fund deducts management fees from the amounts allocated to the fund. In addition, each fund deducts other expenses, which may include service fees that may be used to compensate service providers, including the Company and its affiliates, for administrative and contract owner services provided on behalf of the fund. Furthermore, certain funds deduct a distribution or 12b-1 fee, which is used to finance any activity that is primarily intended to result in the sale of fund shares. **For a more complete description of the funds’ fees and expenses, review each fund’s prospectus.**

Less expensive share classes of the funds offered through this contract may be available for investment outside of this contract. You should evaluate the expenses associated with the funds available through this contract before making a decision to invest.

The Company may receive substantial revenue from each of the funds or from the funds’ affiliates, although the amount and types of revenue vary with respect to each of the funds offered through the contract. This revenue is one of several factors we consider when determining contract fees and charges and whether to offer a fund through our contracts. **Fund revenue is important to the Company’s profitability, and it is generally more profitable for us to offer affiliated funds than to offer unaffiliated funds.**

Assets allocated to affiliated fund, meaning funds managed by Directed Services LLC, Voya Investments, LLC or another Company affiliate, generate the largest dollar amount of revenue for the Company. Affiliated funds may also be subadvised by a Company affiliate or by an unaffiliated third party. Assets allocated to unaffiliated funds, meaning funds managed by an unaffiliated third party, generate lesser, but still substantial dollar amounts of revenue for the Company. The Company expects to earn a profit from this revenue to the extent it exceeds the Company's expenses, including the payment of sales compensation to our distributors.

#### **Revenue Received from Affiliated Funds**

The revenue received by the Company from affiliated funds may be deducted from fund assets and may include:

- A share of the management fee;
- Service fees;
- For certain share classes, compensation paid from 12b-1 fees; and
- Other revenues that may be based either on an annual percentage of average net assets held in the fund by the Company or a percentage of the fund's management fees.

In the case of affiliated funds subadvised by unaffiliated third parties, any sharing of the management fee between the Company and the affiliated investment adviser is based on the amount of such fee remaining after the subadvisory fee has been paid to the unaffiliated subadviser. Because subadvisory fees vary by subadviser, varying amounts of revenue are retained by the affiliated investment adviser and ultimately shared with the Company. The Company may also receive additional compensation in the form of intercompany payments from an affiliated fund's investment advisor or the investment advisor's parent in order to allocate revenue and profits across the organization. The intercompany payments and other revenue received from affiliated funds provide the Company with a financial incentive to offer affiliated funds through the contract rather than unaffiliated funds.

#### **Revenue Received from Unaffiliated Funds**

Revenue received from each of the unaffiliated funds or their affiliates is based on an annual percentage of the average net assets held in that fund by the Company. Some unaffiliated funds or their affiliates pay us more than others and some of the amounts we receive may be significant.

The revenue received by the Company or its affiliates from unaffiliated funds may be deducted from fund assets and may include:

- Service fees;
- For certain share classes, compensation paid from 12b-1 fees; and
- Additional payments for administrative, recordkeeping or other services that we provide to the funds or their affiliates, such as processing purchase and redemption requests, and mailing fund prospectuses, periodic reports and proxy materials. These additional payments do not increase directly or indirectly the fees and expenses shown in each fund's prospectus. These additional payments may be used by us to finance distribution of the contract.

If the unaffiliated fund families currently offered through the contract that made payments to us were individually ranked according to the total amount they paid to the Company or its affiliates in 2014, in connection with the registered variable annuity contracts issued by the Company, that ranking would be as follows:

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1) Fidelity Investments®            | 3) PIMCO Funds            |
| 2) Franklin® Templeton® Investments | 4) OppenheimerFunds, Inc. |

If the revenues received from the affiliated funds were taken into account when ranking the funds according to the total dollar amount they paid to the Company or its affiliates in 2014, the affiliated funds would be first on the list.

In addition to the types of revenue received from affiliated and unaffiliated funds described above, affiliated and unaffiliated funds and their investment advisers, subadvisers or affiliates may participate at their own expense in Company sales conferences or educational and training meetings. In relation to such participation, a fund's investment adviser, subadviser or affiliate may help offset the cost of the meetings or sponsor events associated with the meetings. In exchange for these expense offset or sponsorship arrangements, the investment adviser, subadviser or affiliate may receive certain benefits and access opportunities to Company sales representatives and wholesalers rather than monetary benefits. These benefits and opportunities include, but are not limited to co-branded marketing materials, targeted marketing sales opportunities, training opportunities at meetings, training modules for personnel, and opportunities to host due diligence meetings for representatives and wholesalers.

Please note certain management personnel and other employees of the Company or its affiliates may receive a portion of their total employment compensation based on the amount of net assets allocated to affiliated funds. (See also **“Contract Distribution—Selling the Contract.”**)

## THE ANNUITY CONTRACT

The contract described in this prospectus is a deferred combination variable and fixed annuity contract. The contract provides a means for you to invest in one or more of the available funds through the separate account. It also provides a means for you to invest in a Fixed Interest Allocation through the Fixed Account. See Appendix C and the Fixed Account II prospectus for more information on the Fixed Interest Allocation and Fixed Account.

When considering whether to purchase or participate in the contract, you should consult with your financial representative about your financial goals, investment time horizon and risk tolerance.

### **Contract Date and Contract Year**

The date the contract became effective is the contract date. Each 12-month period following the contract date is a contract year.

### **Contract Owner**

You are the contract owner. You are also the annuitant unless another annuitant is named in the application. You have the rights and options described in the contract.

The death benefit becomes payable when you die. In the case of a sole contract owner who dies before the income phase begins, we will pay the beneficiary the death benefit then due. The sole contract owner's estate will be the beneficiary if no beneficiary has been designated or the beneficiary has predeceased the contract owner. If the contract owner is a trust and a beneficial owner of the trust has been designated, the beneficial owner will be treated as the contract owner for determining the death benefit. If a beneficial owner is changed or added after the contract date, this will be treated as a change of contract owner for determining the death benefit (likely a taxable event). If no beneficial owner of the trust has been designated, the availability of Option II or Option III will be based on the age of the annuitant at the time you purchase the contract. In the event a selected death benefit is not available, the Standard Death Benefit will apply.

### **Income Phase Start Date**

The income phase start date is the date you start receiving income phase payments under your contract. The contract, like all deferred variable annuity contracts, has two phases: the accumulation phase and the income phase. The accumulation phase is the period between the contract date and the income phase start date. The income phase begins when you start receiving regular income phase payments from your contract on the income phase start date.

### **Annuitant**

The annuitant is the person designated by you to be the measuring life in determining income phase payments. The annuitant's age determines when the income phase must begin and the amount of the income phase payments to be paid. You are the annuitant unless you choose to name another person. The annuitant may not be changed after the contract is in effect.

The contract owner will receive the income phase benefits of the contract if the annuitant is living on the income phase start date. If the annuitant dies before the income phase start date and a contingent annuitant has been named, the contingent annuitant becomes the annuitant (unless the contract owner is not an individual, in which case the death benefit becomes payable).

When the annuitant dies before the income phase start date, the contract owner will become the annuitant. The contract owner may designate a new annuitant within 60 days of the death of the annuitant.

When the annuitant dies before the income phase start date and the contract owner is not an individual, we will pay the designated beneficiary the death benefit then due. If a beneficiary has not been designated, or if there is no designated beneficiary living, the contract owner will be the beneficiary. If the annuitant was the sole contract owner and there is no beneficiary designation, the annuitant's estate will be the beneficiary.

Regardless of whether a death benefit is payable, if the annuitant dies and any contract owner is not an individual, distribution rules under federal tax law will apply. You should consult your tax and/or legal adviser for more information if the contract owner is not an individual.

### **Beneficiary**

The beneficiary is named by you in a written request. The beneficiary is the person who receives any death benefit proceeds. The beneficiary may become the successor contract owner if the contract owner who is a spouse (or the annuitant if the contract owner is other than an individual) dies before the income phase start date. We pay death benefits to the primary beneficiary.

If the beneficiary dies before the annuitant or the contract owner, the death benefit proceeds are paid to the contingent beneficiary, if any. If there is no surviving beneficiary, we pay the death benefit proceeds to the contract owner's estate.

One or more persons may be a beneficiary or contingent beneficiary. In the case of more than one beneficiary, we will assume any death benefit proceeds are to be paid in equal shares to the surviving beneficiaries.

All requests for changes must be in writing and submitted to our Customer Service in good order. The change will be effective as of the day you sign the request. The change will not affect any payment made or action taken by us before recording the change.

**Change of Contract Owner or Beneficiary.** During the annuitant's lifetime, you may transfer ownership of a nonqualified contract. A change in ownership may affect the amount of the death benefit, the guaranteed minimum death benefit and/or the death benefit option applied to the contract. The new owner's age, as of the date of the change, will be used as the basis for determining the applicable benefits and charges. See "Purchase and Availability of the Contract." The new owner's death will determine when a death benefit is payable. A change in owner or beneficiary may also impact any optional riders that have been elected.

A change of owner likely has tax consequences. See "Federal Tax Considerations" in this prospectus.

You have the right to change beneficiaries during the annuitant's lifetime unless you have designated an irrevocable beneficiary. If you have designated an irrevocable beneficiary, you and the irrevocable beneficiary may have to act together to exercise some of the rights and options under the contract. In the event of a death claim, we will honor the form of payment of the death benefit specified by the beneficiary to the extent permitted under Section 72(s) of the Tax Code. You may also restrict a beneficiary's right to elect an annuity option or receive a lump-sum payment. If so, such rights or options will not be available to the beneficiary.

All requests for changes must be in writing and submitted to our Customer Service. Please date your request. The change will be effective as of the day we receive the request. The change will not affect any payment made or action taken by us before recording the change.

### **Purchase and Availability of the Contract**

We are no longer offering the contract for sale to new purchasers.

The minimum initial payment to purchase the contract is \$5,000. Currently, this payment may be made either by funds from qualified or nonqualified external sources ("external sources") or by a transfer or rollover from an existing qualified or nonqualified contract or arrangement (the "prior contract") issued by us or one of our affiliates ("internal transfer"). Prior to April 29, 2005, the initial payment was required to be made as an internal transfer and the contract was not available as a nonqualified contract.

There are three option packages available under the contract. You select an option package at time of application. Each option package is unique. The maximum age at which you may purchase the contract is age 80, unless you elect to purchase Option Package III, in which case the maximum issue age is age 69. For Option Package I, we may allow you to purchase the contract up to age 85, provided you are purchasing the contract as an internal transfer where you will receive credit for the surrender charge period accrued under the prior contract, or where there will be no surrender charge under this contract because your prior contract has no surrender charge. See "Charges and Fees—Charges Deducted from the Contract Value." We reserve the right to modify these issue age limitations in a nondiscriminatory manner.

Option Package III is not available for purchase with any living benefit rider. Prior to May 1, 2009, the living benefit riders were available with Option Package III, and the maximum issue age for Option Package III was age 80.

You may make additional premium payments up to the contract anniversary after your 86<sup>th</sup> birthday. The minimum additional premium payment we will accept is \$50 regardless of the option package you select. Under certain circumstances, we may waive the minimum premium payment requirement. We may also change the minimum initial or additional premium requirements for certain group or sponsored arrangements. Any initial or additional premium payment that would cause the contract value of all annuities that you maintain with us to exceed \$1,000,000 requires our prior approval.

The contract may currently be purchased by individuals as a nonqualified contract, as a traditional Individual Retirement Annuity ("IRA") under Section 408(b) of the Tax Code or as a Roth IRA under Section 408A of the Tax Code. The contract is not currently available as a Simplified Employer Pension (SEP) Plan under 408(k), a Simple IRA under Section 408(P), or a tax deferred annuity under Section 403(b) of the Tax Code.

#### **Factors to Consider in the Purchase Decision**

The contract is designed for people seeking long-term tax-deferred accumulation of assets, generally for retirement or other long-term purposes. The tax-deferred feature is more attractive to people in high federal and state tax brackets. **You should not buy this contract: (1) if you are looking for a short-term investment; (2) if you cannot risk getting back less money than you put in; or (3) if your assets are in a plan which provides for tax-deferral and you see no other reason to purchase this contract.** The decision to purchase or participate in a contract should be discussed with your financial representative. Make sure that you understand the investment options it provides, its other features, the risks and potential benefits you will face, and the fees and expenses you will incur when, together with your financial representative, you consider an investment in the contract. You should pay attention to the following issues, among others:

- 1) **Long-Term Investment** – This contract is a long-term investment, and is typically most useful as part of a personal retirement plan. Early withdrawals may be restricted by the Tax Code or your plan or may expose you to early withdrawal charges or tax penalties. The value of deferred taxation on earnings grows with the amount of time funds are left in the contract. You should not participate in this contract if you are looking for a short-term investment or expect to need to make withdrawals before you are 59½.
- 2) **Investment Risk** – The value of investment options available under this contract may fluctuate with the markets and interest rates. You should not participate in this contract in order to invest in these options if you cannot risk getting back less money than you put in.
- 3) **Features and Fees** – The fees for this contract reflect costs associated with the features and benefits it provides. As you consider this contract, you should determine the value that these various benefits and features have for you, given your particular circumstances, and consider the charges for those features.
- 4) **Exchanges** – Replacing an existing insurance contract with this contract may not be beneficial to you. If this contract will be a replacement for another annuity contract or mutual fund option under the plan, you should compare the two options carefully, compare the costs associated with each, and identify additional benefits available under this contract. You should consider whether these additional benefits justify incurring a new schedule of early withdrawal charges or any increased charges that might apply under this contract. Also, be sure to talk to your financial professional or tax and/or legal adviser to make sure that the exchange will be handled so that it is tax-free.

IRAs and other qualified plans already have the tax-deferral feature found in this contract. For an additional cost, the contract provides other features and benefits including death benefits and the ability to receive a lifetime income. You should not purchase a qualified contract unless you want these other features and benefits, taking into account their cost. See “Fees and Expenses” in this prospectus. **If you are considering Option II or Option III and your contract will be an IRA, see “Federal Tax Considerations–Taxation of Qualified Contracts–Individual Retirement Annuities” and “Federal Tax Considerations–Tax Consequences of Living Benefits and Death Benefits” in this prospectus.**

### **Crediting of Premium Payments**

We will process your initial premium within 2 business days after receipt and allocate the payment according to the instructions you specify at the accumulation unit value next determined, if the application and all information necessary for processing the contract are complete. Subsequent premium payments will be processed within 1 business day if we receive all information necessary. In certain states we also accept additional premium payments by wire order. Wire transmittals must be accompanied by sufficient electronically transmitted data. We may retain your initial premium payment for up to 5 business days while attempting to complete an incomplete application. If the application cannot be completed within this period, we will inform you of the reasons for the delay. We will also return the premium payment immediately unless you direct us to hold the premium payment until the application is completed. If you choose to have us hold the premium payment, it will be held in a non-interest bearing account.

If a subaccount is not available or requested in error, we will make inquiry about a replacement subaccount. If we are unable to reach you or your representative within 5 days, we will consider the application incomplete. Once the completed application is received, we will allocate the payment to the subaccounts and/or Fixed Interest Allocation of the separate account specified by you within 2 business days.

If your premium payment was transmitted by wire order from your broker-dealer, we will follow one of the following two procedures after we receive and accept the wire order and investment instructions. The procedure we follow depends on state availability and the procedures of your broker-dealer.

- 1) If either your state or broker-dealer do not permit us to issue a contract without an application, we reserve the right to rescind the contract if we do not receive and accept a properly completed application or enrollment form within 5 days of the premium payment. If we do not receive the application or form within 5 days of the premium payment, we will refund the contract value plus any charges we deducted, and the contract will be voided. Some states require that we return the premium paid.
- 2) If your state and broker-dealer allow us to issue a contract without an application, we will issue and mail the contract to you or your representative, together with a Contract Acknowledgement and Delivery Statement for your execution. Until our Customer Service receives the executed Contract Acknowledgement and Delivery Statement, neither you nor the broker-dealer may execute any financial transactions on your contract unless they are requested in writing by you. We may require additional information before complying with your request (e.g., signature guarantee).

We will ask about any missing information related to subsequent payments. We will allocate the subsequent payment(s) pro-rata according to the current variable subaccount allocation unless you specify otherwise. Any fixed allocation(s) will not be considered in the pro-rata calculations. If a subaccount is no longer available (including due to a fund purchase restriction) or requested in error, we will allocate the subsequent payments proportionally among the other subaccounts in your contract allocations. For any subsequent premium payments, the payment designated for a subaccount of the separate account will be credited at the accumulation unit value next determined after receipt of your premium payment and instructions.

Once we allocate your premium payment if applicable, to the subaccounts selected by you, we convert the premium payment into accumulation units. We divide the amount of the premium payment allocated to a particular subaccount by the value of an accumulation unit for the subaccount to determine the number of accumulation units of the subaccount to be held in the separate account with respect to your contract. The net investment results of each subaccount vary with its investment performance.

In some states, we may require that an initial premium designated for a subaccount of the separate account or the Fixed Account be allocated to a subaccount specially designated by the Company (currently, the Voya Liquid Assets Portfolio subaccount) during the free look period. After the free look period, we will convert your contract value (your initial premium plus any earnings less any expenses) into accumulation units of the subaccounts you previously selected. The accumulation units will be allocated based on the accumulation unit value next computed for each subaccount. Initial premiums designated for Fixed Interest Allocations will be allocated to a Fixed Interest Allocation with the guaranteed interest period you have chosen; however, in the future we may allocate the premiums to the specially designated subaccount during the free look period.

### **Anti-Money Laundering**

In order to protect against the possible misuse of our products in money laundering or terrorist financing, we have adopted an anti-money laundering program satisfying the requirements of the USA PATRIOT Act and other current anti-money laundering laws. Among other things, this program requires us, our agents and customers to comply with certain procedures and standards that serve to assure that our customers' identities are properly verified and that premiums and loan repayments are not derived from improper sources.

Under our anti-money laundering program, we may require policy owners, insured persons and/or beneficiaries to provide sufficient evidence of identification, and we reserve the right to verify any information provided to us by accessing information databases maintained internally or by outside firms.

We may also refuse to accept certain forms of premium payments or loan repayments (traveler's cheques, cashier's checks, bank drafts, bank checks and treasurer's checks, for example) or restrict the amount of certain forms of premium payments or loan repayments (money orders totaling more than \$5,000.00, for example). In addition, we may require information as to why a particular form of payment was used (third party checks, for example) and the source of the funds of such payment in order to determine whether or not we will accept it. Use of an unacceptable form of payment may result in us returning the payment and not issuing the Contract.

**Applicable laws designed to prevent terrorist financing and money laundering might, in certain circumstances, require us to block certain transactions until authorization is received from the appropriate regulator. We may also be required to provide additional information about you and your policy to government regulators.**

Our anti-money laundering program is subject to change without notice to take account of changes in applicable laws or regulations and our ongoing assessment of our exposure to illegal activity.

### **Administrative Procedures**

We may accept a request for contract service in writing, by telephone, or other approved electronic means, subject to our administrative procedures, which vary depending on the type of service requested and may include proper completion of certain forms, providing appropriate identifying information, and/or other administrative requirements. We will process your request at the contract value next determined only after you have met all administrative requirements. Please be advised that the risk of a fraudulent transaction is increased with telephonic or electronic instructions (for example, a facsimile withdrawal request form), even if appropriate identifying information is provided.

### **Sending Forms and Written Requests in Good Order**

If you are writing to change your beneficiary, request a withdrawal, or for any other purpose, contact your local representative or the Customer Service to learn what information is required in order for the request to be in "good order." By contacting us, we can provide you with the appropriate administrative form for your requested transaction.

### **Contract Value**

We determine your contract value on a daily basis beginning on the contract date. Your contract value is the sum of (a) the contract value in the Fixed Interest Allocations, and (b) the contract value in each subaccount in which you are invested.

**Contract Value in the Subaccounts.** On the contract date, the contract value in the subaccount in which you are invested is equal to the initial premium paid that was designated to be allocated to the subaccount. On the contract date, we allocate your contract value to each subaccount and/or a Fixed Interest Allocation specified by you, unless the contract is issued in a state that requires the return of premium payments during the free look period, in which case, the portion of your initial premium not allocated to a Fixed Interest Allocation may be allocated to a subaccount specially designated by the Company during the free look period for this purpose (currently, the Voya Liquid Assets Portfolio subaccount).

On each business day after the contract date, we calculate the amount of contract value in each subaccount as follows:

1. We take the contract value in the subaccount at the end of the preceding business day.
2. We multiply (1) by the subaccount's Net Rate of Return since the preceding business day.
3. We add (1) and (2).
4. We add to (3) any additional premium payments and then add or subtract any transfers to or from that subaccount.
5. We subtract from (4) any withdrawals and any related charges, and then subtract any contract fees (including any optional rider charges) and premium taxes.

### **Cash Surrender Value**

The cash surrender value is the amount you receive when you surrender the contract. The cash surrender value will fluctuate daily based on the investment results of the subaccounts in which you are invested and interest credited to Fixed Interest Allocations and any Market Value Adjustment. See the Fixed Account II prospectus for a description of the calculation of values under any Fixed Interest Allocation. We do not guarantee any minimum cash surrender value. On any date during the accumulation phase, we calculate the cash surrender value as follows: we start with your contract value, then we adjust for any Market Value Adjustment, then we deduct any surrender charge, any charge for premium taxes, the annual contract administrative fee, and any other charges incurred but not yet deducted.

### **Surrendering to Receive the Cash Surrender Value**

You may surrender the contract at any time while the annuitant is living and before the income phase start date. A surrender will be effective on the date your written request and the contract are received at our Customer Service. We will determine and pay the cash surrender value at the price next determined after receipt of all paperwork required in order for us to process your surrender. Once paid, all benefits under the contract will be terminated. For administrative purposes, we will transfer your money to a specially designated subaccount (currently, the Voya Liquid Assets Portfolio subaccount) prior to processing the surrender. This transfer will have no effect on your cash surrender value. You may receive the cash surrender value in a single sum payment or apply it under one or more annuity options. We will usually pay the cash surrender value within 7 days.

Consult your tax and/or legal adviser regarding the tax consequences associated with surrendering your contract. A surrender made before you reach age 59½ may result in a 10% tax penalty. See "Federal Tax Considerations" for more details.

### **The Subaccounts**

Each of the subaccounts of the separate account offered under this prospectus invests in a fund with its own distinct investment objectives and policies.

### **Addition, Deletion or Substitution of Subaccounts and Other Changes**

We may make additional subaccounts available to you under the contract. These subaccounts will invest in funds we find suitable for your contract. We may also withdraw or substitute funds, subject to the conditions in your contract and compliance with regulatory requirements.

We may amend the contract to conform to applicable laws or governmental regulations. If we feel that investment in any of the funds has become inappropriate to the purposes of the contract, we may, with approval of the SEC (and any other regulatory agency, if required) combine two or more subaccounts or substitute another portfolio for existing and future investments. If you have elected the dollar cost averaging, systematic withdrawals, or automatic rebalancing programs or if you have other outstanding instructions, and we substitute or otherwise eliminate a portfolio which is subject to those instructions, we will execute your instructions using the substitute or proposed replacement portfolio unless you request otherwise. The substitute or proposed replacement portfolio may have higher fees and charges than any portfolio it replaces.

We also reserve the right to: (i) deregister the separate account under the 1940 Act; (ii) operate the separate account as a management company under the 1940 Act if it is operating as a unit investment trust; (iii) operate the separate account as a unit investment trust under the 1940 Act if it is operating as a managed separate account; (iv) restrict or eliminate any voting rights as to the separate account; and (v) combine the separate account with other accounts.

We will, of course, provide you with written notice before any of these changes are effected.

### **The Fixed Account**

The Fixed Account is a segregated asset account which contains the assets that support a contract owner's Fixed Interest Allocations. See Appendix C and the Fixed Account II prospectus for more information. To obtain a copy of the Fixed Account II prospectus, write to our Customer Service at P.O. Box 9271, Des Moines, Iowa 50306-9271 or call 1-800-366-0066, or access the SEC's website ([www.sec.gov](http://www.sec.gov)).

### **State Variations**

Contracts issued in your state may provide different features and benefits from, and impose different costs than, those described in this prospectus. This prospectus provides a general description of the contract. Your actual contract, any endorsements and riders are the controlling documents.

### **Other Products**

We and our affiliates offer various other products with different features and terms than the contracts, and that may offer some or all of the same funds. These products have different benefits, fees and charges, and may or may not better match your needs. Please note that some of the Company's management personnel and certain other employees may receive a portion of their employment compensation based on the amount of contract values allocated to funds affiliated with Voya. You should be aware that there are alternative options available, and, if you are interested in learning more about these other products, contact our Customer Service or your registered representative. Also, broker-dealers selling the contract may limit its availability or the availability of an optional feature (for example, by imposing restrictions on eligibility), or decline to make an optional feature available. Please talk to your registered representative for further details.

## **OPTIONAL LIVING BENEFIT RIDERS**

Some features and benefits of the contract, if available, were available by rider for an additional charge. Once elected, the riders generally may not be cancelled. You may not remove a rider and charges will be assessed regardless of the performance of your contract. Please see "Charges and Fees—Optional Rider Charges" for more information on rider charges. **No optional living benefit riders are currently available for purchase.**

Subject to state availability and the conditions noted below, the contract has three living benefit riders offering protection against the investment risks with your contract:

- The Minimum Guaranteed Income Benefit rider, which you may wish to purchase if you are concerned about having a minimum amount of income during the income phase of your contract;
- The Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit rider, which you may wish to purchase if you are concerned that you may outlive your income; and
- The Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit rider, which you may wish to purchase if you are married and concerned that you and your spouse may outlive your income.

These living benefit riders are described further below. **You may add only one of these three riders to your contract. Each rider has a separate charge.** We do, however, reserve the right to allow the purchase of more than one optional living benefit rider in the future, as well as the right to allow contract owners to replace the Voya LifePay Plus rider with the Voya Joint LifePay Plus rider. Once elected, the riders generally may not be cancelled. You may not remove the rider and charges will be assessed regardless of the performance of your contract. Please see “Charges and Fees–Optional Rider Charges” for information on rider charges.

**The optional riders may not be available for all investors. Please check your contract application to determine if any are available to you. You should analyze each rider thoroughly and understand it completely before you elect to purchase one. The optional riders do not guarantee any return of principal or premium payments and do not guarantee performance of any specific fund under the contract. You should not purchase the Voya LifePay Plus rider with multiple owners, unless the owners are spouses. You should consult a qualified financial adviser in evaluating the riders. Our Customer Service may be able to answer your questions. The telephone number is 1-800-366-0066.**

**No Cancellation.** Once you purchase a rider, you may not cancel it unless you: a) cancel the contract during the contract’s free look period; b) surrender; c) begin income phase payments; or d) otherwise terminate the contract pursuant to its terms. These events automatically cancel any rider. Once the contract continues beyond the free look period, you may not cancel the rider. The Company may, at its discretion, cancel and/or replace a rider at your request in order to renew or reset a rider.

**Termination.** The optional riders are “living benefits,” which means the guaranteed benefits offered by the riders are intended to be available to you while you are living and while your contract is in the accumulation phase. Generally, the optional riders automatically terminate if you:

1. Terminate your contract pursuant to its terms during the accumulation phase, surrender, or begin receiving income phase payments in lieu of payments under the rider;
2. Die during the accumulation phase (first owner to die in the case of joint owners, or death of annuitant if the contract is a custodial IRA), unless your spouse elects to continue the contract or if you have selected the Voya Joint LifePay Plus rider; or
3. Change the owner of the contract.

Other circumstances that may cause a rider to terminate automatically are discussed below with each rider.

**Rider Date.** The rider date is the date the rider becomes effective. If you purchase a rider when the contract is issued, the rider date is also the contract date. Under some riders, we may also refer to this as the rider effective date.

**Minimum Guaranteed Income Benefit (MGIB) Rider.** The MGIB rider is an optional benefit which guarantees a minimum amount of income phase income will be available to you if you initiate income phase payments on the MGIB Date (defined below), regardless of fluctuating market conditions. The minimum guaranteed amount of income phase income will depend on the amount of premiums you pay during the first rider year, the amount of contract value you allocate or transfer to Special Funds or Excluded Funds, and any withdrawals you take while the rider is in effect. Thus, investing in Special Funds or Excluded Funds may limit the MGIB benefit.

**Purchase.** To purchase the MGIB rider, you must be age 70 or younger on the rider date and the ten-year waiting period must end at or prior to the latest income phase start date. Some broker-dealers may limit availability of the rider to younger ages. The MGIB rider must be purchased on the contract date. The Company in its discretion may allow the purchase of this rider after the contract date. The MGIB rider is not available for purchase with Option Package III. **There is a ten-year waiting period before you can elect income phase payments under the MGIB rider.** Please note that the MGIB rider was closed for purchase by new contract holders on or after July 20, 2009. Effective March 15, 2010, the MGIB was closed for purchase by owners of existing contracts, to the extent this rider was otherwise available for purchase under these contracts.

**The MGIB Date.** If you purchased the MGIB rider on the contract date or added the MGIB rider within 30 days following the contract date, the MGIB Date is the contract anniversary on or after the tenth contract anniversary when you decide to exercise your right to begin income phase payments under the MGIB rider. If you added the MGIB rider at any other time, your MGIB Date is the contract anniversary at least 10 years after the rider date when you decide to exercise your right to begin income phase payments under the MGIB rider.

**Special Funds.** The following investment options are designated as Special Funds for purposes of calculating the MGIB Benefit Base:

Fixed Account  
Fixed Interest Division  
Voya Aggregate Bond Portfolio  
Voya Global Bond Portfolio  
Voya Liquid Assets Portfolio

Please note that the Voya Aggregate Bond Portfolio is also a Special Fund, but closed to new allocations, effective May 1, 2009.

Please see “Covered Funds, Special Funds, and Excluded Funds.” No investment options are currently designated as Excluded Funds.

For contracts issued **before September 8, 2008**, the following funds are also designated as Special Funds for purposes of calculating the MGIB Benefit Base:

Voya Intermediate Bond Portfolio  
Voya Solution Income Portfolio  
PIMCO Real Return Portfolio

All amounts invested in these funds through contracts issued before September 8, 2008 are treated as Special Funds. Amounts invested in these funds through contracts issued on or after September 8, 2008 will be treated as Covered Funds.

**Charges.** The charge we deduct under the MGIB Rider is 0.60% annually of the MGIB Benefit Base. The calculation of the MGIB Benefit Base is described in “Determining the MGIB Annuity Income,” below.

**How the MGIB Rider Works.** Ordinarily, the amount of income that will be available to you on the income phase start date is based on your contract value, the income phase option you selected and the guaranteed income factors in effect on the date you start receiving income phase payments. If you purchase the MGIB rider, the amount of income that will be available to you upon starting income phase payments on the MGIB Date is the greatest of:

1. Your income phase income based on your contract value on the MGIB Date adjusted for any Market Value Adjustment (see Appendix C and the Fixed Account II prospectus) applied to the guaranteed income factors specified in your contract for the income phase option you selected;
2. Your income phase income based on your contract value on the MGIB Date adjusted for any Market Value Adjustment (see Appendix C and the Fixed Account II prospectus) applied to the then-current income factors in effect for the income phase option you selected; or
3. The MGIB annuity income based on your MGIB Benefit Base on the MGIB Date applied to the MGIB income factors specified in your rider for the MGIB annuity option you selected. Prior to applying the MGIB income factors, we will adjust the MGIB Benefit Base for any surrender charge, premium tax recovery and Market Value Adjustment (see Appendix C and the Fixed Account II prospectus) that would otherwise apply when starting the income phase.

The guaranteed factors contained in the MGIB rider generally provide lower payout per \$1,000 of value applied than the guaranteed factors found in your contract. Appendix H provides examples of minimum income calculations. The contract value in the future is unknown, so the income provided under a contract with the MGIB rider attached may be greater or less than the income that would be provided under the contract without the rider. Generally, the income calculated under the rider will be greater than the income provided under the contract whenever the MGIB Benefit Base (greater of the Rollup and Ratchet Bases) is sufficiently in excess of the contract value to offset the additional conservatism reflected in the rider’s income factors compared to those in the contract. The income factors in the MGIB rider generally reflect a lower interest rate and more conservative mortality than the income factors in the contract. The degree of relative excess that the income factors require to produce more income will vary for each individual circumstance. If the contract value exceeds the MGIB Benefit Base at the time the income phase starts, the contract will generally produce greater income than the rider. Please see Appendix H—Examples of Minimum Guaranteed Income Benefit Calculation.

The MGIB Benefit Base is only a calculation used to determine the MGIB annuity income. The MGIB Benefit Base does not represent a contract value, nor does it guarantee performance of the subaccounts in which you are invested. It is also not used in determining the amount of your cash surrender value and death benefits. The MGIB Benefit Base is tracked separately for Covered, Special and Excluded Funds, based on initial allocation of eligible premium (or contract value, if applicable) and subsequently allocated eligible premiums, withdrawals and transfers. Contract value, rather than eligible premium is used as the initial value if the rider is added after the contract date.

Prior to your latest income phase start date, you may choose to exercise your right to receive payments under the MGIB rider. Payments under the rider begin on the MGIB Date. **We require a 10-year waiting period before you can elect to receive payments under the MGIB rider benefit.** The MGIB must be exercised in the 30-day period prior to the end of the waiting period or any subsequent contract anniversary. At your request, the Company may in its discretion extend the latest contract income phase start date without extending the MGIB Date.

**Determining the MGIB Annuity Income.** On the MGIB Date, we calculate your MGIB annuity income as follows:

- 1) **We first determine your MGIB Benefit Base:** The MGIB Benefit Base is equal to the greater of the MGIB Rollup Base and the MGIB Ratchet Base, which may be reduced by an amount equal to the ratio of any outstanding loan balance (where applicable) to the contract value multiplied by the MGIB Base.

a) **Calculation of MGIB Rollup Base**

The MGIB Rollup Base is equal to the lesser of the Maximum MGIB Base and the sum of (a), (b), and (c) where:

- (a) is the MGIB Rollup Base for Covered Funds;
- (b) is the MGIB Rollup Base for Special Funds; and
- (c) is the contract value of Excluded Funds.

The Maximum MGIB Base applicable to the MGIB Rollup Base is 300% of eligible premiums adjusted pro-rata for withdrawals. This means that the Maximum MGIB Base is reduced for withdrawals by the same proportion that the withdrawal reduces the contract value. The Maximum MGIB Base is not allocated by fund category.

**The MGIB Rollup Base allocated to Covered Funds** equals the eligible premiums allocated to Covered Funds, adjusted for subsequent withdrawals and transfers taken or made while the MGIB rider is in effect, accumulated at the MGIB Rate to the earlier of the oldest owner reaching age 80 and the MGIB Rollup Base reaching the Maximum MGIB Base. The MGIB Rollup Base accumulates at 0% thereafter. The MGIB Rate is currently 5%. The MGIB Rate is an annual effective rate. We may, at our discretion, discontinue offering this rate. The MGIB Rate will not change for those contracts that have already purchased the MGIB rider.

**The MGIB Rollup Base allocated to Special Funds** equals the eligible premiums allocated to Special Funds, adjusted for subsequent withdrawals and transfers taken or made while the MGIB rider is in effect. The MGIB Rate does not apply to the MGIB Rollup Base allocated to Special Funds, so the MGIB Rollup Base allocated to Special Funds does not accumulate.

**The MGIB Rollup Base allocated to Excluded Funds** equals the eligible premiums allocated to Excluded Funds, adjusted for subsequent withdrawals and transfers taken or made while the MGIB rider is in effect, accumulated at the MGIB rate to the earlier of the oldest owner reaching age 80 and the MGIB Rollup Base reaching the Maximum MGIB Base, and at 0% thereafter. **The MGIB Rollup Base allocated to Excluded Funds is used only for transfer adjustments and rider charges. It is not included in the MGIB Rollup Base used to determine benefits.**

**Eligible premiums are those premiums paid within one year of purchasing the MGIB rider. Premiums paid after that date are excluded from the MGIB Rollup Base.**

Withdrawals reduce the MGIB Rollup Base on a pro-rata basis. The percentage reduction in the MGIB Rollup Base for each fund category (i.e. Covered, Special or Excluded) equals the percentage reduction in contract value in that fund category resulting from the withdrawal. This means that the MGIB Rollup Base for Covered Funds, Special Funds or Excluded Funds is reduced for withdrawals by the same proportion that the withdrawal reduces the contract value allocated to Covered Funds, Special Funds or Excluded Funds. For example, if the contract value in Covered Funds is reduced by 25% as the result of a withdrawal, the MGIB Rollup Base allocated to Covered Funds is also reduced by 25% (rather than by the amount of the withdrawal).

Because the MGIB Rollup Base is tracked separately for Covered, Special and Excluded Funds, when you make transfers between Covered, Special Funds and Excluded Funds, there is an impact on the MGIB Rollup Base. Net transfers between Covered Funds and Special Funds will reduce the MGIB Rollup Base allocated to Covered Funds or Special Funds, as applicable, on a pro-rata basis. This means that the MGIB Rollup Base allocated to Covered Funds or Special Funds will be reduced by the same percentage as the transfer bears to the contract value allocated to Covered Funds or Special Funds. For example, if the contract value in Covered Funds is reduced by 25% as the result of the transfer, the MGIB Rollup Base allocated to Covered Funds is also reduced by 25% (rather than by the amount of the transfer). The resulting increase in the MGIB Rollup Base allocated to Special or Excluded Funds, as applicable, will equal the reduction in the MGIB Rollup Base allocated to Covered Funds. Transfers from Special Funds to Covered Funds are treated in the same way.

Net transfers from Excluded Funds will reduce the MGIB Rollup Base allocated to Excluded Funds on a pro-rata basis. The resulting increase in the MGIB Rollup Base allocated to Covered or Special Funds, as applicable, will equal the lesser of the contract value transferred and the reduction in the MGIB Rollup Base allocated to Excluded Funds.

**b) Calculation of MGIB Ratchet Benefit Base**

The MGIB Ratchet Benefit Base is equal to the sum of (a) and (b) where:

- (a) is the MGIB Ratchet Base for Covered Funds and Special Funds; and
- (b) is the contract value for Excluded Funds.

**The MGIB Ratchet Base for Covered Funds, Special Funds and Excluded Funds equals:**

- On the rider date, eligible premiums or the contract value (if the rider is added after the contract date) allocated to Covered Funds, Special Funds and Excluded Funds;
- On each contract anniversary date prior to attainment of age 90, the MGIB Ratchet Base for Covered Funds, Special Funds and Excluded Funds is set equal to the greater of:
  - 1) the current contract value allocated to Covered Funds, Special Funds and Excluded Funds (after any deductions occurring on that date); and
  - 2) the MGIB Ratchet Base for Covered Funds, Special Funds and Excluded Funds from the prior contract anniversary date, adjusted for any new eligible premiums and withdrawals attributable to Covered Funds, Special Funds or Excluded Funds and transfers.
- At other times, the MGIB Ratchet Base for Covered Funds, Special Funds and Excluded Funds is the MGIB Ratchet Base from the prior contract anniversary date, adjusted for subsequent eligible premiums and withdrawals attributable to Covered Funds, Special Funds or Excluded Funds and transfers.

**The MGIB Ratchet Base allocated to Excluded Funds is used only for transfer adjustments and rider charges. It is not included in the MGIB Ratchet Benefit Base used to determine benefits.**

- 2) **Then we determine the MGIB income phase income by multiplying your MGIB Benefit Base (adjusted for any Market Value Adjustment (see Appendix C and the Fixed Account II prospectus), surrender charge and premium taxes) by the income factor, and then divide by \$1,000.**

### **MGIB Income Options**

The following are the MGIB Income Options available under the MGIB Rider:

- (i) Income for Life (Single Life or Joint with 100% Survivor) and 10-20 years certain;
- (ii) Income for 20-30 years certain; and
- (iii) Any other income option offered by the Company in conjunction with the MGIB rider on the MGIB Date.

Once during the life of the contract, you have the option to elect to apply up to 50% of the MGIB Benefit Base to one of the MGIB Income Options available under the rider. This option may only be exercised on a contract anniversary at or after the end of the waiting period. The portion of the MGIB Benefit Base so applied will be used to determine the MGIB income, as is otherwise described in the prospectus. The contract value will be reduced on a pro-rata basis. Any subsequent exercise of your right to receive payments under the MGIB rider must be for 100% of the remaining value. The election of partial payments under the MGIB Benefit Base does not affect your right to initiate the income phase under the contract without regard to the rider. The amount applied to these partial payments will be treated as a withdrawal for purposes of adjusting contract and rider values.

**Please note that if you elect partial income payments, they will be tax reported as withdrawals. Please consult your tax and/or legal adviser before making this election, as the taxation of this election is uncertain.**

**Early MGIB.** Prior to the MGIB Date, you may elect to receive Early MGIB benefits by providing a written request to our Customer Service within 30 days prior to an Early MGIB Exercise Date, which is a contract anniversary prior to the MGIB Date. Your election to receive Early MGIB benefits will become effective as of the Early MGIB Exercise Date following receipt of this request in good order. **The first Early MGIB Exercise Date is specified in your rider and is currently the first contract anniversary which is at least 5 years after the rider date.**

If you elect to receive Early MGIB benefits, the MGIB annuity income will be determined as noted above in “Determining the MGIB Annuity Income,” but will be adjusted by using an Age Setback formula. Under this formula, the MGIB annuity income will equal the MGIB Benefit Base multiplied by the adjusted MGIB income factors, which are equal to the MGIB income factors defined in “Determining the MGIB Annuity Income” above, adjusted using age setbacks to compensate for the early entry into the income phase. The adjusted MGIB income factors are determined by adjusting the contract owner’s age for each whole or partial rider year between the Early MGIB Exercise Date and the 10<sup>th</sup> contract anniversary after the rider date.

For example, if a 65 year-old contract owner is in the 6<sup>th</sup> year of the MGIB rider and elects to receive Early MGIB benefits, the MGIB income factors used to determine the MGIB annuity income would be adjusted by using the MGIB income factors for a 61 year-old contract owner, because the contract owner’s age (65) is adjusted by subtracting the four years remaining until the 10<sup>th</sup> contract anniversary occurring after the rider date.

**No Change of Annuitant.** Once you purchase the MGIB rider, the annuitant may not be changed except for the following exception. If an annuitant who is not a contract owner dies prior to entry into the income phase, a new annuitant may be named in accordance with the provisions of your contract. The MGIB Benefit Base is unaffected and continues to accumulate.

**Notification.** On or about 30 days prior to the MGIB Date, we will provide you with notification which will include an estimate of the amount of MGIB annuity income available if you choose to exercise it. We will determine the actual amount of the MGIB annuity income as of the MGIB Date.

**The MGIB rider does not restrict or limit your right to enter the income phase at any time permitted under the contract. The MGIB rider does not restrict your right to enter the income phase using contract values that may be higher than the MGIB annuity benefit.**

**The benefits associated with the MGIB rider are available only if you enter the income phase under the rider and in accordance with the provisions set forth above. Election of Early MGIB Benefits may result in a lesser stream of income payments than waiting the entire 10 year waiting period. Initiating the income phase using the MGIB rider may result in a more favorable stream of income payments, and different tax consequences, under your contract. Because the MGIB rider is based on conservative actuarial factors, the level of lifetime income that it guarantees may be less than the level that might be provided by the application of your contract value to the contract’s applicable income phase factors. You should consider all of your options at the time you begin the income phase of your contract.**

**Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit (“Voya LifePay Plus”) Rider.** The Voya LifePay Plus rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals from the contract for the lifetime of the annuitant, even if these withdrawals deplete your contract value to zero. You may wish to purchase this rider if you are concerned that you may outlive your income.

**Important Note:** *We introduced the Voya LifePay Plus rider on August 20, 2007, and launched changes to it on April 28, 2008 and January 12, 2009, subject to state approval where applicable. The form of Voya LifePay Plus rider available to you depends on state availability.*

*The information below pertains to the form of Voya LifePay Plus rider, which was available for sale beginning from May 1, 2009 through March 15, 2010. If you purchased a prior version of the Voya LifePay Plus rider, please see Appendix K. If you purchased the Voya LifePay rider, please see Appendix L for more information.*

**Purchase.** In order to elect the Voya LifePay Plus rider, the annuitant must be the owner or one of the owners, unless the owner is a non-natural owner. Joint annuitants are not allowed. The maximum issue age is 80 (owner and annuitant must age qualify). The issue age is the age of the owner (or the annuitant if there are joint owners or the owner is non-natural) on the rider effective date. The Voya LifePay Plus rider is not available for purchase with Option Package III. The Voya LifePay Plus rider is subject to broker-dealer availability. **The Voya LifePay Plus rider will not be issued until your contract value is allocated in accordance with the investment option restrictions described in “Investment Option Restrictions,” below.**

The Voya LifePay Plus rider is no longer available for purchase, including purchase by owners of existing contracts. Previously, contracts issued **on and after** January 1, 2007 were eligible for the Voya LifePay Plus rider, subject to the conditions, requirements and limitations of the prior paragraph, provided a living benefit rider has not been issued under such contracts. There is an election form for this purpose. Please contact the Customer Service for more information.

**Rider Effective Date.** The rider effective date is the date coverage under the Voya LifePay Plus rider begins. If you purchase the Voya LifePay Plus rider when the contract is issued, the rider effective date is also the contract date. If you purchase the Voya LifePay Plus rider after contract issue, the rider effective date will be the date of the contract’s next following quarterly contract anniversary. A quarterly contract anniversary occurs each quarter of a contract year from the contract date.

**Highlights.** *This paragraph introduces the terminology used with the Voya LifePay Plus rider and how its components generally work together. Benefits and guarantees are subject to the terms, conditions and limitations of the Voya LifePay Plus rider. More detailed information follows below, with capitalized words that are underlined indicating headings for ease of reference.* The Voya LifePay Plus rider guarantees an amount available for withdrawal from the contract in any contract year once the Lifetime Withdrawal Phase begins -- we use the Voya LifePay Plus Base as part of the calculation of the Maximum Annual Withdrawal. The Maximum Annual Withdrawal is available for withdrawals at your discretion or systematic withdrawals pursuant to the terms of the contract. Also, the Voya LifePay Plus rider offers the Income Optimizer. The guarantee continues when the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, at which time we will pay you periodic payments in an annual amount equal to the Maximum Annual Withdrawal (since contract value would be zero) until the annuitant’s death. The Voya LifePay Plus Base is eligible for Annual Ratchets and Step-ups, subject to adjustment for any Excess Withdrawals. The Voya LifePay Plus rider has an allowance for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that would otherwise be Excess Withdrawals. The Voya LifePay Plus rider has a death benefit that is payable upon the contract owner’s death only when the Voya LifePay Plus Death Benefit Base is greater than the contract’s death benefit. The Voya LifePay Plus rider allows for spousal continuation.

**Voya LifePay Plus Base.** The Voya LifePay Plus Base is first calculated when you purchase the Voya LifePay Plus rider: (a) On the contract date, it is equal to the initial premium; and (b) After the contract date, it is equal to the contract value on the effective date of the rider.

The Voya LifePay Plus Base is increased, dollar for dollar, by any subsequent premiums. We refer to the Voya LifePay Plus Base as the MGWB Base in the Voya LifePay Plus rider.

**Withdrawals and Excess Withdrawals.** Once the Lifetime Withdrawal Phase begins, withdrawals within a contract year up to the Maximum Annual Withdrawal, including for payment of third-party investment advisory fees, have no impact on the Voya LifePay Plus Base. These withdrawals will not incur surrender charges or a negative Market Value Adjustment associated with any Fixed Account allocations. For example, assume the current contract value is \$90,000 on a contract with the Voya LifePay Plus rider in the Lifetime Withdrawal Phase. The Voya LifePay Plus Base is \$100,000, and the Maximum Annual Withdrawal is \$5,000. Even though a withdrawal of \$5,000 would reduce the contract value to \$85,000, the Voya LifePay Plus Base would remain at its current level (as would the Maximum Annual Withdrawal as well) since the withdrawal did not exceed the Maximum Annual Withdrawal. See below for more information about the Maximum Annual Withdrawal.

An Excess Withdrawal is either a) a withdrawal before the Lifetime Withdrawal Phase begins (except for payment of third-party investment advisory fees); or b) once the Lifetime Withdrawal Phase begins, any portion of a withdrawal during a contract year that exceeds the Maximum Annual Withdrawal. An Excess Withdrawal is also a withdrawal after continuation of the contract but before the Voya LifePay Plus rider's guarantees resume, which occurs on the next quarterly contract anniversary following spousal continuation. An Excess Withdrawal will cause a pro-rata reduction of the Voya LifePay Plus Base -- in the same proportion as contract value is reduced by the portion of the withdrawal that is considered excess, inclusive of surrender charges or Market Value Adjustment associated with any Fixed Account allocations (rather than the total amount of the withdrawal). An Excess Withdrawal will also cause the Maximum Annual Withdrawal to be recalculated. See Appendix I, Illustration 1, 2, and 6 for examples of the consequences of an excess withdrawal.

Please note that any withdrawals before the rider effective date in the same contract year when the Voya LifePay Plus rider is added after contract issue are counted in calculating your withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

**Annual Ratchet.** The Voya LifePay Plus Base is recalculated on each contract anniversary to equal the greater of: a) the current Voya LifePay Plus Base; or b) the current contract value. We call this recalculation an Annual Ratchet.

Once the Lifetime Withdrawal Phase begins, we reserve the right to increase the charge for the Voya LifePay Plus rider upon an Annual Ratchet. You will never pay more than new issues of the Voya LifePay Plus rider, subject to the maximum annual charge, and we will not increase this charge for your first five years after the rider effective date. We will notify you in writing not less than 30 days before a charge increase. You may avoid the charge increase by canceling the forthcoming Annual Ratchet. Our written notices will outline the procedure you will need to follow to do so. Please note, however, that from then on the Voya LifePay Plus Base would no longer be eligible for any Annual Ratchets, so the Maximum Annual Withdrawal percentage would not be eligible to increase. More information about the Maximum Annual Withdrawal Percentage is below under "Maximum Annual Withdrawal." Our written notice will also remind you of the consequences of canceling the forthcoming Annual Ratchet.

**Step-up.** The Voya LifePay Plus Base is recalculated on each of the first ten contract anniversaries after the rider effective date SO LONG AS no withdrawals were taken during the preceding contract year. The recalculated Voya LifePay Plus Base will equal the greatest of: a) the current Voya LifePay Plus Base; b) the current contract value; and c) the Voya LifePay Plus Base on the previous contract anniversary, increased by the Step-up.

The amount of the Step-up is the product of the Step-up Tracker on the previous contract anniversary times the Step-up percent, currently 6%. The Step-up Tracker is only used to calculate the amount of the Step-up. Initially, it equals the Voya LifePay Plus Base. Any premiums received during a contract year are added to the Step-up Tracker and eligible for a partial Step-up. Any withdrawals for payment of third-party investment advisory fees are subtracted from the Step-up. Like the Voya LifePay Plus Base, the Step-up Tracker is eligible for Annual Ratchets and subject to a pro-rata adjustment for any withdrawals prior to the Lifetime Withdrawal Phase and any Excess Withdrawals while in the Lifetime Withdrawal Phase.

Please note no Step-ups are available in the first year after you purchase this rider, post-issue of the contract. Your first opportunity for a Step-up will not be until the first contract anniversary after a full contract year has elapsed since the rider effective date.

For example, assume a contract owner decides to add the Voya LifePay Plus rider on March 15, 2009 to a contract that was purchased on January 1, 2009. The rider effective date is April 1, 2009, which is the date of the contract's next following quarterly contract anniversary. Because on January 1, 2010 a full contract year will not have elapsed since the rider effective date, the Voya LifePay Plus Base will not be eligible for a Step-up. Rather, the first opportunity for a Step-up with this contract will be on January 1, 2011.

**Lifetime Withdrawal Phase.** The Lifetime Withdrawal Phase begins on the date of your first withdrawal (except those for payment of third-party investment advisory fees), SO LONG AS the annuitant is age 59½. On this date, the Voya LifePay Plus Base is recalculated to equal the greater of the current Voya LifePay Plus Base or the contract value on the previous business day. The Lifetime Withdrawal Phase will continue until the earliest of:

1. The date income phase payments begin (see "The Income Phase");
2. Reduction of the contract value to zero by an Excess Withdrawal;
3. Reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal;
4. The surrender of the contract; or
5. The death of the owner (first owner, in the case of joint owners; annuitant, in the case of a non-natural person owner), unless your spouse beneficiary elects to continue the contract.

The Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status in the event contract value is reduced to zero other than by an Excess Withdrawal. Please see "Lifetime Automatic Periodic Benefit Status" below for more information.

**Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is the amount that the Voya LifePay Plus rider guarantees to be available for withdrawal from the contract in any contract year. The Maximum Annual Withdrawal is first calculated when the Lifetime Withdrawal Phase begins and equals the Maximum Annual Withdrawal Percentage, based on the annuitant's age, multiplied by the Voya LifePay Plus Base.

The Maximum Annual Withdrawal Percentages are:

<u>Maximum Annual Withdrawal Percentage</u>	<u>Annuitant's Age</u>
4%	59½ – 64
5%	65+

The Maximum Annual Withdrawal is thereafter recalculated whenever the Voya LifePay Plus Base is recalculated (for example, upon an Annual Ratchet or Step-up). In addition, the Maximum Annual Withdrawal Percentage can increase with the Annual Ratchet as the annuitant grows older.

In the event that on the date the Lifetime Withdrawal Phase begins the contract value on the previous business day was greater than the Voya LifePay Plus Base, then before the Maximum Annual Withdrawal is first calculated, the Voya LifePay Plus Base will be set equal to that contract value. The greater the Voya LifePay Plus Base, the greater the amount will be available to you for withdrawal under the Voya LifePay Plus rider in calculating the Maximum Annual Withdrawal for the first time.

**Income Optimizer.** The Voya LifePay Plus rider offers the option to elect to receive the Maximum Annual Withdrawal in systematic installments over the annuitant's life. We call this option the Income Optimizer. You may elect the Income Optimizer during the Lifetime Withdrawal Phase. This election is in lieu of the contract's other income phase options, and these payments will be subject to the same tax treatment as an income phase payment. Please see "Federal Tax Considerations" for more information. The Income Optimizer is only available on nonqualified contracts.

The frequency of payments under the Income Optimizer may be annual, quarterly or monthly. While you are receiving payments under the Income Optimizer, the Voya LifePay Plus Base remains eligible for Annual Ratchets. Your contract may still have a contract value and death benefit. Spousal continuation of payments under the Income Optimizer is permitted. Any withdrawals in excess of the Maximum Annual Withdrawal are Excess Withdrawals that would cause a pro-rata reduction of the Voya LifePay Plus Base, as well as a reduction of the Maximum Annual Withdrawal.

Your election is subject to restrictions – you may not: (a) revoke your election; (b) add on premiums; (c) exchange the contract; (d) initiate income phase payments under the contract; or (e) change ownership (except as permitted under “Change of Owner or Annuitant” below). Once you choose the frequency of payments, you may not change it. Also, the specified percentage of your contract value required to be allocated to Fixed Allocation Funds is higher, and the investment options available for this purpose are limited. Please see “Investment Option Restrictions” below for the details. You may surrender your contract at any time.

Payments under the Income Optimizer will continue until the Terminal Date, at which time you waive any remaining contract value and death benefit and the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status. The Terminal Date is the contract anniversary following the annuitant’s 95<sup>th</sup> birthday. Alternatively, you may wish to extend the Terminal Date to the contract anniversary following the annuitant’s 115<sup>th</sup> birthday in order to liquidate your contract value that may remain before the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status. Regardless, your payments of the Maximum Annual Withdrawal will continue during the Lifetime Automatic Periodic Benefit Status until the death of the annuitant. We will notify you in writing in advance of the Terminal Date to remind you of this alternative and how to extend the Terminal Date.

**Lifetime Income Annuity Option.** In the event the contract’s income phase commencement date is reached while the Voya LifePay Plus rider is in the Lifetime Withdrawal Phase, you may elect a life only income phase option, in lieu of the contract’s other income phase options. Payments under this option are based on the minimum annual payment factors for each \$1,000 reflected in the rider data table and will never be less than the same frequency of payments of the Maximum Annual Withdrawal at that time. For more information about the contract’s income phase options, see “The Income Phase.”

**Required Minimum Distributions.** The Voya LifePay Plus rider allows for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that exceed the Maximum Annual Withdrawal without causing a pro-rata reduction of the Voya LifePay Plus Base and recalculation of the Maximum Annual Withdrawal. If your Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to this contract, is greater than the Maximum Annual Withdrawal on that date, then an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal. Once you have taken the Maximum Annual Withdrawal for the then current contract year, the dollar amount of any additional withdrawals will count first against and reduce any unused Additional Withdrawal Amount for the previous calendar year followed by any Additional Withdrawal Amount for the current calendar year -- without constituting an Excess Withdrawal. See Appendix I, Illustration 3.

Withdrawals that exceed the Maximum Annual Withdrawal and all available Additional Withdrawal Amounts are Excess Withdrawals that will cause a pro-rata reduction of the Voya LifePay Plus Base and the Maximum Annual Withdrawal to be recalculated. See Appendix I, Illustration 5 for an example of the consequences of an Excess Withdrawal with an Additional Withdrawal Amount. The Additional Withdrawal Amount is available on a calendar year basis and recalculated every January, reset to equal that portion of the Required Minimum Distribution for that calendar year that exceeds the Maximum Annual Withdrawal on that date. Any unused amount of the Additional Withdrawal Amount carries over into the next calendar year and is available through the end of that year, at which time any amount remaining will expire. See Appendix I, Illustration 4 for an example of the Additional Withdrawal Amount being carried over. **Please note that there is no adjustment to the Additional Withdrawal Amount for Annual Ratchets or upon spousal continuation of the Voya LifePay Plus Rider.**

**Lifetime Automatic Periodic Benefit Status.** The Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status when your contract value is reduced to zero other than by an Excess Withdrawal (a withdrawal in excess of the Maximum Annual Withdrawal that causes your contract value to be reduced to zero will terminate the Voya LifePay Plus rider). You will no longer be entitled to make withdrawals, but instead will begin to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal. When the rider enters Lifetime Automatic Periodic Benefit Status:

1. The contract will provide no further benefits (including death benefits) other than as provided under the Voya LifePay Plus rider;
2. No further premium payments will be accepted; and
3. Any other riders issued with the contract will terminate, unless otherwise specified in that rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. These payments will cease upon the death of the annuitant at which time both the rider and the contract will terminate. The rider will remain in Lifetime Automatic Periodic Benefit Status until it terminates without value upon the annuitant's death.

If, when the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, your net withdrawals to date are less than the Maximum Annual Withdrawal for that contract year, then we will pay you the difference immediately. The periodic payments will begin on the first contract anniversary following the date the rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter.

In the event contract value is reduced to zero before the Lifetime Withdrawal Phase begins, Lifetime Automatic Periodic Benefit Status is deferred until the contract anniversary on or after the annuitant is age 59½. During this time, the Voya LifePay Plus rider's death benefit remains payable upon the annuitant's death, and the Voya LifePay Plus rider remains eligible for Step-ups. Once the Voya LifePay Plus rider enters the Lifetime Automatic Periodic Benefit Status, periodic payments will begin in an annual amount equal to the Maximum Annual Withdrawal Percentage multiplied by the Voya LifePay Plus Base.

You may elect to receive systematic withdrawals pursuant to the terms of the contract. Under a systematic withdrawal, either a fixed amount or an amount based upon a percentage of the contract value will be withdrawn from your contract and paid to you on a scheduled basis, either monthly, quarterly, or annually. If, at the time the rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made annually, then the payments will be made on each following contract anniversary.

**Investment Option Restrictions.** While the Voya LifePay Plus rider is in effect, there are limits on the portfolios to which your contract value may be allocated. Contract value allocated to portfolios other than Accepted Funds will be rebalanced so as to maintain at least the required specified percentage of such contract value in the Fixed Allocation Funds. Currently, this required specified percentage is 30%, and is 40% if you have elected the Income Optimizer. See "Fixed Allocation Funds Automatic Rebalancing," below. We impose these investment option restrictions in order to lessen the likelihood we would have to make payments under this rider. We require these allocations regardless of your investment instructions under the contract. The Voya LifePay Plus rider will not be issued until your contract value is allocated in accordance with these investment option restrictions. The timing of when and how we apply these investment option restrictions is discussed further below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Global Value Advantage Portfolio
- Voya Liquid Assets Portfolio
- Voya Solution Income Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- VY® T. Rowe Price Capital Appreciation Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days' notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

If you have selected the Income Optimizer, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution Income Portfolio
- Voya Solution 2015 Portfolio

**Fixed Allocation Funds.** Currently, the Fixed Allocation Funds are:

- VY® BlackRock Inflation Protected Bond Portfolio
- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio

You may allocate your contract value to one or more Fixed Allocated Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

If the rider is not continued under the spousal continuation right when available, a Fixed Allocation Fund may be reclassified as a Special Fund as of the contract continuation date if it would otherwise be designated as a Special Fund for purposes of the contract's death benefits. For purposes of calculating any applicable death benefit guaranteed under the contract, any allocation of contract value to the Fixed Allocation Funds will be considered a Covered Fund allocation while the rider is in effect.

**Other Funds.** All portfolios available under the contract other than Accepted Funds or the Fixed Allocation Funds are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than the required specified percentage of the total contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya LifePay Plus Rebalancing Date, we will automatically rebalance the contract value allocated to the Fixed Allocation Funds and Other Funds so that 20% of this amount is allocated to the Fixed Allocation Funds. The current specified percentage is 30%, and is 40% if you have selected the Income Optimizer. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Other Funds and will be the last transaction processed on that date. The Voya LifePay Plus Rebalancing Dates occur on the rider effective date, on each quarterly contract anniversary, and after the following transactions:

1. Receipt of additional premiums;
2. Transfer or reallocation among the Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you;
3. Withdrawals from the Fixed Allocation Funds or Other Funds.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing." You will be notified that Fixed Allocation Funds Automatic Rebalancing has occurred, along with your new allocations, by a confirmation statement that will be mailed to you after Fixed Allocation Funds Automatic Rebalancing has occurred.

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into a Fixed Allocation Fund even if you have not previously been invested in it. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I." **By electing to purchase the Voya LifePay Plus rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Funds. You should not purchase the Voya LifePay Plus rider if you do not wish to have your contract value reallocated in this manner.**

**Death of Owner or Annuitant.** The Voya LifePay Plus rider terminates (with the rider's charges pro-rated) on the date of death of the owner (or in the case of joint owners, the first owner), or the annuitant if there is a non-natural owner. Also, a Voya LifePay Plus rider that is in Lifetime Automatic Periodic Benefit Status terminates on the date of the annuitant's death.

**Voya LifePay Plus Death Benefit Base.** The Voya LifePay Plus rider has a death benefit that is payable upon the owner's death only when the Voya LifePay Plus Death Benefit Base is greater than the contract's death benefit. The Voya LifePay Plus Death Benefit Base is first calculated when you purchase the Voya LifePay Plus rider. If the Voya LifePay Plus rider is purchased on the contract date, the initial Voya LifePay Plus Death Benefit Base is equal to the initial premium. If the Voya LifePay Plus rider is purchased after the contract date, the initial Voya LifePay Plus Death Benefit Base is equal to the contract value on the rider effective date.

The Voya LifePay Plus Death Benefit Base is increased by the dollar amount of any subsequent premiums and subject to any withdrawal adjustments. The Voya LifePay Plus Death Benefit Base is reduced by the dollar amount of any withdrawals for the payment of third-party investment advisory fees before the Lifetime Withdrawal Phase begins, and for any withdrawals once the Lifetime Withdrawal Phase begins that are not Excess Withdrawals, including withdrawals for payment of third-party investment advisory fees. The Voya LifePay Plus Death Benefit Base is subject to a pro-rata reduction for an Excess Withdrawal. Please see "Withdrawals and Excess Withdrawals" for more information.

There is no additional charge for the death benefit associated with the Voya LifePay Plus rider. Please note that the Voya LifePay Plus Death Benefit Base is not eligible to participate in Annual Ratchets or Step-ups.

In the event the Voya LifePay Plus Death Benefit Base is greater than zero when the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, each periodic payment reduces the Voya LifePay Plus Death Benefit Base dollar for dollar until the earlier of the Voya LifePay Plus Death Benefit Base being reduced to zero or the annuitant's death. Upon the annuitant's death, any remaining Voya LifePay Plus death benefit is payable to the beneficiary in a lump-sum.

**Spousal Continuation.** If the surviving spouse of the deceased owner continues the contract (see "Death Benefit Choices—Continuation After Death—Spouse"), the rider will also continue, provided the spouse becomes the annuitant and sole owner. At the time the contract is continued, the Voya LifePay Plus Base is recalculated to equal the contract value, inclusive of the guaranteed death benefit -- UNLESS the continuing spouse is a joint owner and the original annuitant, OR the Lifetime Withdrawal Phase has not yet begun. In these cases, the Voya LifePay Plus Base is recalculated to equal the greater of a) the contract value, inclusive of the guaranteed death benefit; and b) the last-calculated Voya LifePay Plus Base, subject to pro-rata adjustment for any withdrawals before spousal continuation. Regardless, the Voya LifePay Plus rider's guarantees resume on the next quarterly contract anniversary following spousal continuation. Any withdrawals after spousal continuation of the contract but before the Voya LifePay Plus rider's guarantees resume are Excess Withdrawals. The Voya LifePay Plus rider remains eligible for the Annual Ratchet upon recalculation of the Voya LifePay Plus Base.

The Maximum Annual Withdrawal is also recalculated at the same time as the Voya LifePay Plus Base; however, there is no Maximum Annual Withdrawal upon spousal continuation until the Lifetime Withdrawal Phase begins on the date of the first withdrawal after spousal continuation, SO LONG AS the annuitant is age 59½. The Maximum Annual Withdrawal is recalculated to equal the Maximum Annual Withdrawal Percentage multiplied by the Voya LifePay Plus Base. There is no adjustment to the Additional Withdrawal Amount upon spousal continuation of the Voya LifePay Plus rider for a contract subject to the Required Minimum Distribution rules of the Tax Code. Any withdrawals before the contract owner's death and spousal continuation are counted in calculating your withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

Please note, if the contract value on the previous business day is greater than the Voya LifePay Plus Base on the date the Lifetime Withdrawal Phase begins, then the Voya LifePay Plus Base will be set equal to that contract value before the Maximum Annual Withdrawal is first calculated. The rider will be eligible for any Step-ups that may remain, and the Step-up Tracker will be recalculated at the same time as the Voya LifePay Plus Base. Also, upon spousal continuation, the Voya LifePay Plus Death Benefit Base equals the Voya LifePay Plus Death Benefit Base before the contract owner's death, subject to any pro-rata adjustment for withdrawals before spousal continuation of the rider.

If you have selected the Income Optimizer, systematic installments of the Maximum Annual Withdrawal will continue, SO LONG AS the surviving spouse as annuitant is age 59½. The amount of these continuing payments may change since both the Voya LifePay Plus Base and the Maximum Annual Withdrawal are recalculated based on the new annuitant's age. Once the Income Optimizer has been selected, the rider will remain subject to the higher required specified percentage for allocations to the Fixed Allocation Funds, even if upon spousal continuation the Lifetime Withdrawal Phase has not yet begun, and there is no Maximum Annual Withdrawal, because the annuitant is not yet age 59½.

Contrary to the Voya Joint LifePay Plus rider, spousal continuation of the Voya LifePay Plus rider would likely NOT take effect at the same time as the contract is continued. As noted above, the Voya LifePay Plus rider provides for spousal continuation only on a quarterly contract anniversary (subject to the spouse becoming the annuitant and sole owner). If you are concerned about the availability of benefits being interrupted with spousal continuation of the Voya LifePay Plus rider, you might instead want to purchase the Voya Joint LifePay Plus rider.

**Change of Owner or Annuitant.** The Voya LifePay Plus rider terminates (with the rider's charge pro-rated) upon an ownership change or change of annuitant, except for:

1. spousal continuation as described above;
2. change of owner from one custodian to another custodian;
3. change of owner from a custodian for the benefit of an individual to the same individual;
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. change in trust as owner where the individual owner and the grantor of the trust are the same individual;
7. change of owner from an individual to a trust where the individual owner and the grantor of the trust are the same individual;
8. change of owner from a trust to an individual where the individual owner and the grantor of the trust are the same individual;
9. change of owner pursuant to a court order; and
10. change of qualified plan ownership to the beneficial owner.

**Surrender Charges.** Once the Lifetime Withdrawal Phase begins, your withdrawals within a contract year up to the Maximum Annual Withdrawal (and any applicable Additional Withdrawal Amount) are not subject to surrender charges. We waive any surrender charges otherwise applicable to your withdrawal in a contract year that are less than or equal to the Maximum Annual Withdrawal. Excess Withdrawals are subject to surrender charges, whether or not the Lifetime Withdrawal Phase has begun. Once your contract value is reduced to zero, any periodic payments under the Voya LifePay Plus rider are not subject to surrender charges. Moreover, with no contract value, none of your contract level recurring charges (e.g., the Mortality and Expense Risk Charge) would be deducted.

**Loans.** No loans are permitted on contracts with the Voya LifePay Plus rider.

**Taxation.** For more information about the tax treatment of amounts paid to you under the Voya LifePay Plus Rider, see "Federal Tax Considerations—Tax Consequences of Living Benefits and Death Benefit."

**Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit ("Voya Joint LifePay Plus") Rider.** The Voya Joint LifePay Plus rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals from the contract for the lifetime of both you and your spouse, even if these withdrawals deplete your contract value to zero. You may wish to purchase this rider if you are married and are concerned that you and your spouse may outlive your income.

**Important Note:** *We introduced the Voya Joint LifePay Plus rider on August 20, 2007 and launched changes to it on April 28, 2008 and January 12, 2009, subject to state approval where applicable. Some versions of the Voya Joint LifePay Plus rider were not available in New Jersey or Oregon. The form of the Voya Joint LifePay Plus rider available to you depends on state availability.*

*The information below pertains to the form of Voya Joint LifePay Plus rider which was available for sale from May 1, 2009 through March 15, 2010. If you purchased a previous version of the Voya Joint LifePay Plus rider, please see Appendix K. If you purchased the Voya Joint LifePay rider, please see Appendix L for more information.*

**Purchase.** The Voya Joint LifePay Plus rider is only available for purchase by individuals who are married at the time of purchase (spouses) and eligible to elect spousal continuation (as defined by the Tax Code) of the contract when the death benefit becomes payable, subject to the owner, annuitant, and beneficiary requirements below. The maximum issue age is 80. Both spouses must meet these issue age requirements. The issue age is the age of the owners on the rider effective date. The Voya Joint LifePay Plus rider is not available for purchase with Option Package III. The Voya Joint LifePay Plus rider is subject to broker-dealer availability. **Please note that the Voya Joint LifePay Plus rider will not be issued unless the required owner, annuitant, and beneficiary designations are met, and until your contract value is allocated in accordance with the investment option restrictions described in “Investment Option Restrictions,” below.**

The Voya Joint LifePay Plus rider is no longer available for purchase, including purchase by owners of existing contracts. Previously, contracts issued **on or after August 20, 2007** were eligible for the Voya Joint LifePay Plus rider, subject to the conditions, requirements, and limitations of the prior paragraph, provided a living benefit rider has not been issued under such contracts. There is an election form for this purpose. Please contact the Customer Service for more information. Such election must be received in good order, including owner, annuitant, and beneficiary designations and compliance with the investment restrictions described below.

**Ownership, Annuitant, and Beneficiary Designation Requirements.** Certain ownership, annuitant, and beneficiary designations are required in order to purchase the Voya Joint LifePay Plus rider. These designations depend upon whether the contract is issued as a nonqualified contract, an IRA or a custodial IRA. In all cases, the ownership, annuitant, and beneficiary designations must allow for the surviving spouse to continue the contract when the death benefit becomes payable, as provided by the Tax Code. Non-natural, custodial owners are only allowed with IRAs (“custodial IRAs”). The necessary ownership, annuitant, and/or beneficiary designations are described below. Applications that do not meet the requirements below will be rejected. We reserve the right to verify the date of birth and social security number of both spouses.

**Nonqualified Contracts.** For a jointly owned contract, the owners must be spouses, and the annuitant must be one of the owners. For a contract with only one owner, the owner’s spouse must be the sole primary beneficiary, and the annuitant must be one of the spouses.

**IRAs.** There may only be one owner, who must also be the annuitant. The owner’s spouse must be the sole primary beneficiary.

**Custodial IRAs.** While we do not maintain individual owner and beneficiary designations for IRAs held by an outside custodian, the ownership and beneficiary designations with the custodian must comply with the requirements listed in “IRAs,” above. The annuitant must be the beneficial owner of the custodial IRA. We require the custodian to provide us the name and date of birth of both the owner and the owner’s spouse.

**Rider Effective Date.** The rider effective date is the date coverage under the Voya Joint LifePay Plus rider begins. If you purchase the Voya Joint LifePay Plus rider when the contract is issued, the Voya Joint LifePay Plus rider effective date is also the contract date. If the Voya Joint LifePay Plus rider is added after contract issue, the rider effective date is the date of the contract’s next following quarterly contract anniversary. A quarterly contract anniversary occurs each quarter of a contract year from the contract date.

**Active Spouse.** An Active Spouse is the person (people) upon whose life and age the guarantees are calculated under the Voya Joint LifePay Plus rider. There must be two Active Spouses when you purchase the Voya Joint LifePay Plus rider, who are married to each other and are joint owners. For a contract with only one owner, the spouse must be the sole primary beneficiary. You cannot add an Active Spouse after the rider effective date. In general, changes to the ownership of the contract, or changes to the annuitant and/or beneficiary designations, will result in one spouse being deactivated (the spouse is thereafter “inactive”). An inactive spouse is **not** eligible to exercise any rights or receive any benefits under the Voya Joint LifePay Plus rider, including continuing the Voya Joint LifePay Plus rider upon spousal continuation of the contract. Once an Active Spouse is deactivated, the spouse may not become an Active Spouse again. Specific situations that will result in an Active Spouse being deactivated include:

1. For nonqualified contracts where the spouses are joint owners, the removal of a joint owner (if that spouse does not automatically become sole primary beneficiary pursuant to the terms of the contract), or the change of one joint owner to a person other than an Active Spouse;
2. For nonqualified contracts where one spouse is the owner and the other spouse is the sole primary beneficiary, as well as for IRA contracts (including custodial IRAs), the addition of a joint owner who is not also an Active Spouse or any change of beneficiary (including the addition of primary beneficiaries); and
3. A spouse’s death.

An owner may also request that one spouse be treated as inactive. Both contract owners must agree to such a request when there are joint owners. **However, all charges for the Voya Joint LifePay Plus rider will continue to apply, even after a spouse is deactivated, regardless of the reason. You should make sure you understand the impact of beneficiary and owner changes on the Voya Joint LifePay Plus rider prior to requesting any such changes.**

Please note that a divorce will terminate the ability of an ex-spouse to continue the contract. See “Divorce,” below.

**Highlights.** *This paragraph introduces the terminology used with the Voya Joint LifePay Plus rider and how its components generally work together. Benefits and guarantees are subject to the terms, conditions and limitations of the Voya Joint LifePay Plus rider. More detailed information follows below, with capitalized words that are underlined indicating headings for ease of reference.* The Voya Joint LifePay Plus rider guarantees an amount available for withdrawal from the contract in any contract year once the Lifetime Withdrawal Phase begins -- we use the Voya Joint LifePay Plus Base as part of the calculation of the Maximum Annual Withdrawal. The Maximum Annual Withdrawal is available for withdrawals at your discretion or systematic withdrawals pursuant to the terms of the contract. The Voya Joint LifePay Plus rider also offers the Income Optimizer, which is the option to elect to receive systematic installments of the Maximum Annual Withdrawal over the lives of both Active Spouses. The guarantee continues when the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, at which time we will pay you periodic payments in an annual amount equal to the Maximum Annual Withdrawal (since contract value would be zero) until the last Active Spouse’s death. The Voya Joint LifePay Plus Base is eligible for Annual Ratchets and Step-ups, and subject to adjustment for any Excess Withdrawals. The Voya Joint LifePay Plus rider has an allowance for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that would otherwise be Excess Withdrawals. The Voya Joint LifePay Plus rider has a death benefit that is payable upon the contract owner’s death only when the Voya Joint LifePay Plus Death Benefit Base is greater than the contract’s death benefit. The Voya Joint LifePay Plus rider allows for spousal continuation.

**Voya Joint LifePay Plus Base.** The Voya Joint LifePay Plus Base is first calculated when you purchase the Voya Joint LifePay Plus rider: (a) On the contract date, it is equal to the initial premium; and (b) After the contract date, it is equal to the contract value on the effective date of the rider.

The Voya Joint LifePay Plus Base is increased, dollar for dollar, by any subsequent premiums. We refer to the Voya Joint LifePay Plus Base as the MGWB Base in the Voya Joint LifePay Plus rider.

**Withdrawals and Excess Withdrawals.** Once the Lifetime Withdrawal Phase begins, withdrawals within a contract year up to the Maximum Annual Withdrawal, including for payment of third-party investment advisory fees, have no impact on the Voya Joint LifePay Plus Base. These withdrawals will not incur surrender charges or a negative Market Value Adjustment associated with any Fixed Account allocations. For example, assume the current contract value is \$90,000 on a contract with the Voya Joint LifePay Plus rider in the Lifetime Withdrawal Phase. The Voya Joint LifePay Plus Base is \$100,000, and the Maximum Annual Withdrawal is \$5,000. Even though a withdrawal of \$5,000 would reduce the contract value to \$85,000, the Voya Joint LifePay Plus Base would remain at its current level (as would the Maximum Annual Withdrawal as well) since the withdrawal did not exceed the Maximum Annual Withdrawal. See below for more information about the Maximum Annual Withdrawal.

An Excess Withdrawal is a withdrawal either before the Lifetime Withdrawal Phase begins (except for payment of third-party investment advisory fees), or once the Lifetime Withdrawal Phase begins, any portion of a withdrawal during a contract year that exceeds the Maximum Annual Withdrawal. An Excess Withdrawal will cause a pro-rate reduction of the Voya Joint LifePay Plus Base -- in the same proportion as contract value is reduced by the portion of the withdrawal that is considered excess, inclusive of surrender charges, or Market Value Adjustment associated with any Fixed Account allocations (rather than the total amount of the withdrawal). An Excess Withdrawal will also cause the Maximum Annual Withdrawal to be recalculated. See Appendix I, Illustration 1, 2, and 6 for examples of the consequences of an Excess Withdrawal.

Please note that any withdrawals before the rider effective date in the same contract year when the Voya Joint LifePay Plus rider is added after contract issue are counted in calculating your withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

**Annual Ratchet.** The Voya Joint LifePay Plus Base is recalculated on each contract anniversary to equal the greater of: a) the current Voya Joint LifePay Plus Base; or b) the current contract value. We call this recalculation an Annual Ratchet.

Once the Lifetime Withdrawal Phase begins, we reserve the right to increase the charge for the Voya Joint LifePay Plus rider upon an Annual Ratchet. You will never pay more than new issues of the Voya Joint LifePay Plus rider, subject to the maximum annual charge, and we will not increase this charge for your first five years after the rider effective date. We will notify you in writing not less than 30 days before a charge increase. Our written notice will outline the procedure you will need to follow to do so. You may avoid the charge increase by canceling the forthcoming Annual Ratchet. Please note, however, that from then on the Voya Joint LifePay Plus Base would no longer be eligible for any Annual Ratchets, so the Maximum Annual Withdrawal percentage would not be eligible to increase. More information about the Maximum Annual Percentage is below under "Maximum Annual Withdrawal." Our written notice will also remind you of the consequences of canceling the forthcoming Annual Ratchet.

**Step-up.** The Voya Joint LifePay Plus Base is recalculated on each of the first ten contract anniversaries after the rider effective date, SO LONG AS no withdrawals were taken during the preceding contract year. The recalculated Voya Joint LifePay Plus Base will equal the greatest of a) The current Voya Joint LifePay Plus Base; b) The current contract value; and c) The Voya Joint LifePay Plus Base on the previous contract anniversary, increased by the Step-up.

The amount of the Step-up is the product of the Step-up Tracker on the previous contract anniversary times the Step-up percent, currently 6%. The Step-up Tracker is only used to calculate the amount of the Step-up. Initially, it equals the Voya Joint LifePay Plus Base. Any premiums received during a contract year are added to the Step-up Tracker and eligible for a partial Step-up. Any withdrawals for payment of third-party investment advisory fees are subtracted from the Step-up. Like the Voya Joint LifePay Plus Base, the Step-up Tracker is eligible for Annual Ratchets and subject to a pro-rata adjustment for any Excess Withdrawals.

Please note that no partial Step-up is available in the first year after you purchase this rider post issue of the contract. Your first opportunity for a Step-up will not be until the first contract anniversary after a full contract year has elapsed since the rider effective date. Say for example that with a contract purchased on January 1, 2009, the contract owner decided to add the Voya Joint LifePay Plus rider on March 15, 2009. The rider effective date is April 1, 2009, which is the date the contract's next following quarterly contract anniversary. Because on January 1, 2010 a full contract year will not have elapsed since the rider effective date, the Voya Joint LifePay Plus Base will not be eligible for a step-up. Rather, the first opportunity for a step-up with this contract is on January 1, 2011.

**Lifetime Withdrawal Phase.** The Lifetime Withdrawal Phase begins on the date of your first withdrawal (except those for payment of third-party investment advisory fees), SO LONG AS the youngest Active Spouse is age 65. On this date, the Voya Joint LifePay Plus Base is recalculated to equal the greater of the current Voya Joint LifePay Plus Base or the contract value on the previous business day. The Lifetime Withdrawal Phase will continue until the earliest of:

1. The date income phase payments begin (see "The Income Phase");
2. Reduction of the contract value to zero by an Excess Withdrawal;
3. Reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal;
4. The surrender of the contract; or
5. The death of the owner (first owner, in the case of joint owners; annuitant, in the case of a non-natural person owner), unless your spouse beneficiary is an Active Spouse who elects to continue the contract; or
6. The last Active Spouse dies.

The Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status in the event contract value is reduced to zero other than by an Excess Withdrawal. Please see "Lifetime Automatic Periodic Benefit Status" below for more information.

**Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is the amount that the Voya Joint LifePay Plus rider guarantees to be available for withdrawal from the contract in any contract year. The Maximum Annual Withdrawal is first calculated when the Lifetime Withdrawal Phase begins and equals the Maximum Annual Withdrawal percentage of 5% multiplied by the Voya Joint LifePay Plus Base. The Maximum Annual Withdrawal is thereafter recalculated whenever the Voya Joint LifePay Plus Base is recalculated (for example, upon an Annual Ratchet or Step-up).

In the event on the date the Lifetime Withdrawal Phase begins the contract value on the previous business day is greater than the Voya Joint LifePay Plus Base, then before the Maximum Annual Withdrawal is first calculated, the Voya Joint LifePay Plus Base will be set equal to that contract value. The greater the Voya Joint LifePay Plus Base, the greater the amount will be available to you for withdrawal under the Voya Joint LifePay Plus rider in calculating the Maximum Annual Withdrawal for the first time.

**Income Optimizer.** The Voya Joint LifePay Plus rider offers the option to elect to receive the Maximum Annual Withdrawal in systematic installments over the lives of both Active Spouses. We call this option the Income Optimizer. You may elect the Income Optimizer during the Lifetime Withdrawal Phase. This election is in lieu of the contract's other annuity options, and these payments will be subject to the same tax treatment as an annuity payment. The Income Optimizer is only available on nonqualified contracts.

The frequency of payments under the Income Optimizer may be annual, quarterly or monthly. While you are receiving payments under the Income Optimizer, the Voya Joint LifePay Plus Base remains eligible for Annual Ratchets. Your contract may still have a contract value and death benefit. Spousal continuation of payments under the Income Optimizer is permitted. Any withdrawals in excess of the Maximum Annual Withdrawal are Excess Withdrawals that would cause a pro-rata reduction of the Voya Joint LifePay Plus Base, as well as a reduction of the Maximum Annual Withdrawal.

Your election is subject to restrictions – you may not: a) revoke your election; b) add on premiums; c) exchange the contract; d) annuitize the contract; or e) change ownership (except as permitted under "Change of Owner or Annuitant" below). Once you choose the frequency of payments, you may not change it. Also, the specified percentage of your contract value required to be allocated to Fixed Allocation Funds is higher, and the investment options available for this purpose are limited. Please see "Investment Option Restrictions" below for the details. You may surrender your contract at any time.

Payments under the Income Optimizer will continue until the Terminal Date, at which time you waive any remaining contract value and death benefit and the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status. The Terminal Date is the contract anniversary following the youngest Active Spouse's 95<sup>th</sup> birthday. Alternatively, you may wish to extend the Terminal Date to the contract anniversary following the youngest Active Spouse's 115<sup>th</sup> birthday in order to liquidate your contract value that may remain before the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status. Regardless, your payments of the Maximum Annual Withdrawal will continue during the Lifetime Automatic Periodic Benefit Status until the death of the last Active Spouse. We will notify you in writing in advance of the Terminal Date to remind you of this alternative and how to extend the Terminal Date.

**Lifetime Income Annuity Option.** In the event the contract's income phase commencement date is reached while the Voya Joint LifePay Plus rider is in the Lifetime Withdrawal Phase, you may elect a life only income phase option, in lieu of the contract's other income phase options. Payments under this option will be joint life if both Active Spouses are living, or for the life of the only Active Spouse, and are based on the minimum annual payment factors for purchase \$1,000 reflected in the rider data table. These payments will never be less than the frequency of payments of the Maximum Annual Withdrawal at that time. For more information about the contract's income phase options, see "The Income Phase."

**Required Minimum Distributions.** The Voya Joint LifePay Plus rider allows for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that exceed the Maximum Annual Withdrawal without causing a pro-rata reduction of the Voya Joint LifePay Plus Base and recalculation of the Maximum Annual Withdrawal. If your Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to this contract, is greater than the Maximum Annual Withdrawal on that date, then an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal. Once you have taken the Maximum Annual Withdrawal for the then current contract year, the dollar amount of any additional withdrawals will count first against and reduce any unused Additional Withdrawal Amount for the previous calendar year followed by any Additional Withdrawal Amount for the current calendar year -- without constituting an Excess Withdrawal.

See Appendix I, Illustration 3 for an example.

Withdrawals that exceed the Maximum Annual Withdrawal and all available Additional Withdrawal Amounts are Excess Withdrawals that will cause a pro-rata reduction of the Voya Joint LifePay Plus Base and the Maximum Annual Withdrawal to be recalculated. See Appendix I, Illustration 5 for an example of the consequences of an Excess Withdrawal with an Additional Withdrawal Amount. The Additional Withdrawal Amount is available on a calendar year basis and recalculated every January, reset to equal that portion of the Required Minimum Distribution for that calendar year that exceeds the Maximum Annual Withdrawal on that date. Any unused amount of the Additional Withdrawal Amount carries over into the next calendar year and is available through the end of that year, at which time any amount remaining will expire. See Appendix I, Illustration 4 for an example of the Additional Withdrawal Amount being carried over. **Please note that there is no adjustment to the Additional Withdrawal Amount for Annual Ratchets or upon spousal continuation of the Voya Joint LifePay Plus Rider.**

**Lifetime Automatic Periodic Benefit Status.** The Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status when your contract value is reduced to zero other than by an Excess Withdrawal (a withdrawal in excess of the Maximum Annual Withdrawal that causes your contract value to be reduced to zero will terminate the Voya Joint LifePay Plus rider). You will no longer be entitled to make withdrawals, but instead will begin to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal. When the rider enters Lifetime Automatic Periodic Benefit Status:

1. The contract will provide no further benefits (including death benefits) other than as provided under the Voya Joint LifePay Plus rider;
2. No further premium payments will be accepted; and
3. Any other riders issued with the contract will terminate, unless otherwise specified in that rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. These payments will cease upon the death of the annuitant at which time both the rider and the contract will terminate. The rider will remain in Lifetime Automatic Periodic Benefit Status until it terminates without value upon the last Active Spouse's death.

If, when the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, your net withdrawals to date are less than the Maximum Annual Withdrawal for that contract year, then we will pay you the difference immediately. The periodic payments will begin on the first contract anniversary following the date the rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter.

In the event contract value is reduced to zero before the Lifetime Withdrawal Phase begins, Lifetime Automatic Periodic Benefit Status is deferred until the contract anniversary on or after the youngest Active Spouse is age 65. During this time, the Voya Joint LifePay Plus rider's death benefit remains payable upon the last Active Spouse's death, and the Voya Joint LifePay Plus rider remains eligible for Step-ups. Once the Voya Joint LifePay Plus rider enters the Lifetime Automatic Periodic Benefit Status, periodic payments will begin in an annual amount equal to 5% (the Maximum Annual Withdrawal percentage) multiplied by the Voya Joint LifePay Plus Base.

You may elect to receive systematic withdrawals pursuant to the terms of the contract. Under a systematic withdrawal, either a fixed amount or an amount based upon a percentage of the contract value will be withdrawn from your contract and paid to you on a scheduled basis, either monthly, quarterly, or annually. If, at the time the rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made annually, then the payments will be made on each following contract anniversary.

**Investment Option Restrictions.** While the Voya Joint LifePay Plus rider is in effect, there are limits on the portfolios to which your contract value may be allocated. Contract value allocated to portfolios other than Accepted Funds will be rebalanced so as to maintain at least the required specified percentage of such contract value in the Fixed Allocation Funds. Currently, the required specified percentage is 30%, and is 40% if you have selected the Income Optimizer. See "Fixed Allocation Funds Automatic Rebalancing," below. We impose these investment option restrictions in order to lessen the likelihood we would have to make payments under this rider. We require these allocations regardless of your investment instructions to the contract. The Voya Joint LifePay Plus rider will not be issued until your contract value is allocated in accordance with these investment options restrictions. The timing of when and how we apply these restrictions is discussed further below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Global Value Advantage Portfolio
- Voya Liquid Assets Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- Voya Solution Income Portfolio
- VY<sup>®</sup> T. Rowe Price Capital Appreciation Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days' notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

If you have selected the Income Optimizer, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution Income Portfolio

**Fixed Allocation Funds.** Currently, the Fixed Allocation Funds are:

- VY<sup>®</sup> BlackRock Inflation Protected Bond Portfolio
- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio

You may allocate your contract value to one or more Fixed Allocation Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

**Other Funds.** All portfolios available under the contract other than Accepted Funds or the Fixed Allocation Funds are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than the required specified percentage of the total contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya Joint LifePay Plus Rebalancing Date, we will automatically rebalance the contract value allocated to the Fixed Allocation Funds and Other Funds so that the required specified percentage of this amount is allocated to the Fixed Allocation Funds. The current specified percentage is 30%, and 40% if you have selected the Income Optimizer. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Other Funds and will be the last transaction processed on that date. The Voya Joint LifePay Plus Rebalancing Dates occur on the rider effective date, each quarterly contract anniversary, and after the following transactions:

1. Receipt of additional premiums;
2. Transfer or reallocation among the Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you; and
3. Withdrawals from the Fixed Allocation Funds or Other Funds.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See “Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing.” You will be notified that Fixed Allocation Funds Automatic Rebalancing has occurred, along with your new allocations, by a confirmation statement that will be mailed to you after Fixed Allocation Funds Automatic Rebalancing has occurred.

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into a Fixed Allocation Fund even if you have not previously been invested in it. See “Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I.” **By electing to purchase the Voya Joint LifePay Plus rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Funds. You should not purchase the Voya Joint LifePay Plus rider if you do not wish to have your contract value reallocated in this manner.**

**Divorce.** Generally, in the event of a divorce, the spouse who retains ownership of the contract will continue to be entitled to all rights and benefits of the Voya Joint LifePay Plus rider, while the ex-spouse will no longer have any such rights or be entitled to any such benefits. In the event of a divorce during the Lifetime Withdrawal Phase, the Voya Joint LifePay Plus rider will continue until the owner’s death (first owner in the case of joint owners, or the annuitant in the case of a custodial IRA). Although spousal continuation may be available under the Tax Code for a subsequent spouse, the Voya Joint LifePay Plus rider cannot be continued by the new spouse. As the result of the divorce, we may be required to withdraw assets for the benefit of an ex-spouse. Any such withdrawal will be considered a withdrawal for purposes of the Voya Joint LifePay Plus Base. See “Withdrawals” and “Excess Withdrawal,” above. In the event of a divorce during Lifetime Automatic Periodic Benefit Status, there will be no change in the amount of your periodic payments. Payments will continue until both spouses are deceased.

**Death of Owner or Annuitant.** The Voya Joint LifePay Plus rider terminates (with the rider’s charges prorated) on the earlier of the date of death of the last Active Spouse, or when the surviving spouse decides not to continue the contract.

**Voya Joint LifePay Plus Death Benefit Base.** The Voya Joint LifePay Plus rider has a death benefit that is payable upon the owner’s death only when the Voya Joint LifePay Plus Death Benefit Base is greater than the contract’s death benefit. The Voya Joint LifePay Plus Death Benefit Base is first calculated when you purchase the Voya Joint LifePay Plus rider. If the Voya Joint LifePay Plus rider is purchased on the contract date, the initial Voya Joint LifePay Plus Death Benefit Base is equal to the initial premium. If the Voya Joint LifePay Plus rider is purchased after the contract date, the initial Voya Joint LifePay Plus Death Benefit Base is equal to the contract value on the rider effective date.

The Voya Joint LifePay Plus Death Benefit Base is increased by the dollar amount of any subsequent premiums and subject to any withdrawal adjustments. The Voya Joint LifePay Plus Death Benefit Base is reduced by the dollar amount of any withdrawals for the payment of third-party investment advisory fees before the Lifetime Withdrawal Phase begins, and for any withdrawals once the Lifetime Withdrawal Phase begins that are not Excess Withdrawals, including withdrawals for payment of third-party investment advisory fees. The Voya Joint LifePay Plus Death Benefit Base is subject to a pro-rata reduction for an Excess Withdrawal. Please see “Withdrawals and Excess Withdrawals” for more information.

There is no additional charge for the death benefit associated with the Voya Joint LifePay Plus rider. Please note that the Voya Joint LifePay Plus Death Benefit Base is not eligible to participate in Annual Ratchets or Step-ups.

In the event the Voya Joint LifePay Plus Death Benefit Base is greater than zero when the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, each periodic payment reduces the Voya Joint LifePay Plus Death Benefit Base dollar for dollar until the earlier of the Voya Joint LifePay Plus Death Benefit Base being reduced to zero or the last Active Spouse’s death. Upon the last Active Spouse’s death, any remaining Voya Joint LifePay Plus death benefit is payable to the beneficiary in a lump-sum.

**Spousal Continuation.** If the surviving spouse of the deceased owner continues the contract (see “Death Benefit Choices—Continuation After Death—Spouse”), the rider will continue, SO LONG AS the surviving spouse is an Active Spouse. At that time, the Voya Joint LifePay Plus Base is recalculated to equal the greater of a) the contract value, inclusive of the guaranteed death benefit; and b) the last-calculated Voya Joint LifePay Plus Base, subject to pro-rata adjustment for any withdrawals before spousal continuation.

The Maximum Annual Withdrawal is also recalculated; however, there is no Maximum Annual Withdrawal upon spousal continuation until the Lifetime Withdrawal Phase begins on the date of the first withdrawal after spousal continuation, SO LONG AS the last Active Spouse is age 65. The Maximum Annual Withdrawal is recalculated to equal 5% (the Maximum Annual Withdrawal percentage) multiplied by the Voya Joint LifePay Plus Base. There is no adjustment to the Additional Withdrawal Amount upon spousal continuation of the Voya Joint LifePay Plus rider for a contract subject to the Required Minimum Distribution rules of the Tax Code. Any withdrawals before the contract owner’s death and spousal continuation are counted in calculating you withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

Please note, if the contract value on the previous business day is greater than the Voya Joint LifePay Plus Base on the date the Lifetime Withdrawal Phase begins, then the Voya Joint LifePay Plus Base will be set equal to the contract value before the Maximum Annual Withdrawal is first calculated. The rider will be eligible for any Step-ups that may remain, and the Step-up Tracker will be recalculated at the same time as the Voya Joint LifePay Plus Base. Also, upon spousal continuation, the Voya Joint LifePay Plus Death Benefit Base equals the Voya Joint LifePay Plus Death Benefit Base before the contract owner’s death, subject to any pro-rata adjustment for withdrawals before spousal continuation of the rider.

**Change of Owner or Annuitant.** The Voya Joint LifePay Plus rider terminates (with the rider’s charge prorated) upon an ownership change or change of annuitant, except for:

1. spousal continuation by an Active Spouse, as described above;
2. change of owner from one custodian to another custodian;
3. change of owner from a custodian for the benefit of an individual to the same individual (the owner’s spouse must be named sole beneficiary under the contract to remain an Active Spouse);
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. for nonqualified contracts only, the addition of a joint owner, provided that the additional joint owner is the original owner’s spouse and is an Active Spouse when added as joint owner;
7. for nonqualified contracts only, the removal of a joint owner, provided the removed joint owner is an Active Spouse and becomes the sole primary beneficiary; and
8. change of owner where the owner becomes the sole primary beneficiary and the sole primary beneficiary becomes the owner, provided both spouses are Active Spouses at the time of the change.

**Surrender Charges.** Once the Lifetime Withdrawal Phase begins, your withdrawals within a contract year up to the Maximum Annual Withdrawal (and any applicable Additional Withdrawal Amount) are not subject to surrender charges. We waive any surrender charges otherwise applicable to your withdrawal in a contract year that are less than or equal to the Maximum Annual Withdrawal. Excess Withdrawals are subject to surrender charges, whether or not the Lifetime Withdrawal Phase has begun. Once your contract value is reduced to zero, any periodic payments under the Voya Joint LifePay Plus rider are not subject to surrender charges. Moreover, with no contract value, none of your contract level recurring charges (e.g., the Mortality and Expense Risk Charge) would be deducted.

**Federal Tax Considerations.** For more information about the tax treatment of amounts paid to you under the Voya Joint LifePay Plus rider, see “Federal Tax Considerations—Tax Consequences of Living Benefits and Death Benefits.”

## WITHDRAWALS

You may withdraw all or part of your money at any time during the accumulation phase and before the death of the contract owner, except under certain qualified contracts. If you request a withdrawal for more than 90% of the cash surrender value, and the remaining cash surrender value after the withdrawal is less than \$100, we may treat it as a request to surrender the contract. If any single withdrawal or the sum of withdrawals exceeds the Free Withdrawal Amount, you may incur a surrender charge. There is no surrender charge if, during each contract year, the amount withdrawn is equal to or less than the greater of: 1) 10% or less of your contract value on the date of the withdrawal, less prior withdrawals during that contract year; or 2) your RMD attributable to amounts held under the contract. The Free Withdrawal Amount does not include your RMD for the tax year containing the contract date of this contract. Under Option Package III, any unused percentage of the 10% Free Withdrawal Amount from a contract year will carry forward into successive contract years, based on the percentage remaining at the time of the last withdrawal in that contract year. In no event will the Free Withdrawal Amount at any time exceed 30% of contract value, subject to state approval.

You need to submit to us a request specifying the Fixed Interest Allocations or subaccounts from which to withdraw amounts, otherwise we will make the withdrawal on a pro-rata basis from all of the subaccounts in which you are invested. If there is not enough contract value in the subaccounts, we will deduct the balance of the withdrawal from your Fixed Interest Allocations starting with the guaranteed interest periods nearest their maturity dates until we have honored your request. We will determine the contract value as of the close of business on the day we receive your withdrawal request at our Customer Service. The contract value may be more or less than the premium payments made.

We will apply a Market Value Adjustment to any withdrawal from your Fixed Interest Allocation taken more than 30 days before its maturity date. Definitive guidance on the proper federal tax treatment of the Market Value Adjustment has not been issued. You may want to discuss the potential tax consequences of a Market Value Adjustment with your tax and/or legal adviser. If any limitation on allocations to the Restricted Funds has been exceeded, subsequent withdrawals must be taken so that the percentage of contract value in the Restricted Funds following the withdrawal would not be greater than the percentage of contract value in the Restricted Funds prior to the withdrawal. In this event, the subsequent withdrawals must be taken from the Restricted Funds or taken pro-rata from all variable subaccounts.

Please be aware that benefit we pay under certain optional benefit riders may be reduced by any withdrawals you take while the optional benefit rider is in effect. See “Optional Living Benefit Riders.” Withdrawals may be subject to taxation and tax penalties.

Other than surrender charges and market value adjustment, if applicable, there is no additional charge for these features.

We offer the following three withdrawal options:

### Regular Withdrawals

After the free look period, you may make regular withdrawals. Each withdrawal must be a minimum of \$100. We will apply a Market Value Adjustment to any regular withdrawal from a Fixed Interest Allocation that is taken more than 30 days before its maturity date. See Appendix C and the Fixed Account II prospectus for more information on the application of Market Value adjustment.

### Systematic Withdrawals

You may choose to receive automatic systematic withdrawal payments (1) from the contract value in the subaccounts in which you are invested, or (2) from the interest earned in your Fixed Interest Allocations. Systematic withdrawals may be taken monthly, quarterly or annually. If you have contract value allocated to one or more Restricted Funds and you elect to receive systematic withdrawals from the subaccounts in which you are invested, the systematic withdrawals must be taken pro-rata from all subaccounts in which contract value is invested. If you do not have contract value allocated to a Restricted Fund and choose systematic withdrawals on a non pro-rata basis, we will monitor the withdrawals annually. If you subsequently allocate contract value to one or more Restricted Funds, we will require you to take your systematic withdrawals on a pro-rata basis from all subaccounts in which contract value is invested.

You decide the date on which you would like your systematic withdrawals to start. This date must be at least 30 days after the contract date and no later than the 28<sup>th</sup> day of the month. Subject to these rules, if you have not indicated the date, your systematic withdrawals will occur on the next business day after your contract date (or the monthly or quarterly anniversary thereof) for your desired frequency.

Each systematic withdrawal amount must be a minimum of \$100. The amount of your systematic withdrawal can either be (1) a fixed dollar amount, or (2) an amount based on a percentage of the contract value. Both forms of systematic withdrawals are subject to the following maximum percentage, which is calculated on each withdrawal date:

Frequency	Maximum Percentage of Contract Value
Monthly	0.83%
Quarterly	2.50%
Annually	10.00%

A fixed dollar systematic withdrawal of less than \$100 on any withdrawal date will terminate your systematic withdrawal. If the amount to be withdrawn would exceed the applicable maximum percentage of your contract value on any withdrawal date, we will automatically reduce the amount withdrawn so that it equals such percentage. Thus, your fixed dollar systematic withdrawals will never exceed the maximum percentage. If you want fixed dollar systematic withdrawals to exceed the maximum percentage and are willing to incur associated surrender charges, consider the Fixed Dollar Systematic Withdrawal Feature which you may add to your regular systematic withdrawal program.

If your systematic withdrawal is based on a percentage of contract value and the amount to be withdrawn based on that percentage would be less than \$100, we will automatically increase the amount to \$100 as long as it does not exceed the maximum percentage. If the systematic withdrawal would exceed the maximum percentage, we will send the amount, and then automatically cancel your systematic withdrawal option.

Systematic withdrawals from Fixed Interest Allocations are limited to interest earnings during the prior month, quarter, or year, depending on the frequency you chose. Systematic withdrawals are not subject to a Market Value Adjustment, unless you have added the Fixed Dollar Systematic Withdrawal Feature discussed below and the payments exceed interest earnings. Systematic withdrawals from Fixed Interest Allocations under the Fixed Dollar Systematic Withdrawal Feature are available only in connection with Section 72(t) or Section 72(q) distributions. A Fixed Interest Allocation may not participate in both the systematic withdrawal option and the dollar cost averaging program at the same time.

You may change the amount or percentage of your systematic withdrawals once each contract year or cancel this option at any time by sending satisfactory notice to our Customer Service at least 7 days before the next scheduled withdrawal date. If you submit a subsequent premium payment after you have applied for systematic withdrawals, we will not adjust future withdrawals under the systematic withdrawal program unless you specifically request we do so.

The systematic withdrawal option may commence in a contract year where a regular withdrawal has been taken but you may not change the amount or percentage of your withdrawals in any contract year during which you have previously taken a regular withdrawal. You may not elect the systematic withdrawal option if you are taking IRA withdrawals.

Subject to availability, a spousal or non-spousal beneficiary may elect to receive death benefits as payments over the beneficiary's lifetime ("stretch"). "Stretch" payments will be subject to the same limitations as systematic withdrawals, and nonqualified "stretch" payments will be reported on the same basis as other systematic withdrawals.

**Fixed Dollar Systematic Withdrawal Feature.** You may add the Fixed Dollar Systematic Withdrawal Feature to your regular fixed dollar systematic withdrawal program. This feature allows you to receive a systematic withdrawal in a fixed dollar amount regardless of any surrender charges or Market Value Adjustments. Systematic withdrawals from Fixed Interest Allocations under the Fixed Dollar Systematic Withdrawal Feature are available only in connection with Section 72(t) or Section 72(q) distributions. You choose the amount of the fixed systematic withdrawals, which may total up to an annual maximum of 10% of your contract value as determined on the day we receive your election of this feature. The maximum limit will not be recalculated when you make additional premium payments, unless you instruct us to do so. We will assess a surrender charge on the withdrawal date if the withdrawal exceeds the maximum limit as calculated on the withdrawal date. We will assess a Market Value Adjustment on the withdrawal date if the withdrawal from a Fixed Interest Allocation exceeds your interest earnings on the withdrawal date. We will apply the surrender charge and any Market Value Adjustment directly to your contract value (rather than to the systematic withdrawal) so that the amount of each systematic withdrawal remains fixed.

Flat dollar systematic withdrawals which are intended to satisfy the requirements of Section 72(t) of the Tax Code may exceed the maximum. Such withdrawals are subject to surrender charges and Market Value Adjustment when they exceed the applicable maximum percentage.

#### **IRA Withdrawals**

If you have a traditional IRA contract and will be at least age 70½ during the current calendar year, you may elect to have distributions made to you to satisfy requirements imposed by federal tax law. IRA withdrawals provide payout of amounts required to be distributed by the IRS rules governing mandatory distributions under qualified plans. We will send you a notice before your distributions commence. You may elect to take IRA withdrawals at that time, or at a later date. You may not elect IRA withdrawals and participate in systematic withdrawals at the same time. If you do not elect to take IRA withdrawals, and distributions are required by federal tax law, distributions adequate to satisfy the requirements imposed by federal tax law may be made. Thus, if you are participating in systematic withdrawals, distributions under that option must be adequate to satisfy the mandatory distribution rules imposed by federal tax law.

You choose the frequency of your IRA withdrawals (monthly, quarterly or annually) and the start date. This date must be at least 30 days after the contract date and no later than the 28<sup>th</sup> day of the month. Subject to these rules, if you have not indicated the date, your IRA withdrawals will occur on the next business day after your contract date for your desired frequency.

You may request that we calculate for you the amount that is required to be withdrawn from your contract each year based on the information you give us and various choices you make. For information regarding the calculation and choices you have to make, see the SAI. We will also accept your written instructions regarding the calculated amount required to be withdrawn from your contract each year. The minimum dollar amount you can withdraw is \$100. When we determine the required IRA withdrawal amount for a taxable year based on the frequency you select, if that amount is less than \$100, we will pay \$100.

You may change the payment frequency of your IRA withdrawals once each contract year or cancel this option at any time by sending satisfactory notice to our Customer Service at least 7 days before the next scheduled withdrawal date.

An IRA withdrawal from a Fixed Interest Allocation in excess of the amount allowed under systematic withdrawals will be subject to a Market Value Adjustment.

#### **Consult your tax and/or legal adviser regarding the tax consequences associated with taking withdrawals.**

You are responsible for determining that withdrawals comply with applicable law. A withdrawal made before the taxpayer reaches age 59½ may result in a 10% penalty tax. See "Federal Tax Considerations" for more details.

## TRANSFERS AMONG YOUR INVESTMENTS

Between the end of the free look period and the income phase start date, you may transfer your contract value among the subaccounts in which you are invested and your Fixed Interest Allocations. We currently do not charge you for transfers made during a contract year, but reserve the right to charge \$25 for each transfer after the twelfth transfer in a contract year. **We also reserve the right to limit the number of transfers you may make and may otherwise modify or terminate transfer privileges if required by our business judgment or in accordance with applicable law.** We will apply a Market Value Adjustment to transfers from a Fixed Interest Allocation taken more than 30 days before its maturity date, unless the transfer is made under the dollar cost averaging program. Keep in mind that transfers between Special or Excluded Funds and other funds may negatively impact your death benefit or optional rider benefits.

If you allocate contract value to an investment option that has been designated as a Restricted Fund, your ability to transfer contract value to the Restricted Fund may be limited. A transfer to the Restricted Funds will not be permitted to the extent that it would increase the contract value in the Restricted Fund to more than the applicable limits following the transfer. We do not limit transfers from Restricted Funds. If the result of multiple reallocations is to lower the percentage of total contract value in the Restricted Fund, the reallocation will be permitted even if the percentage of contract value in the Restricted Fund is greater than the limit.

Please be aware that the benefits we pay under an optional benefit rider may be affected by certain transfers you may make while the rider is in effect. Transfers, including those involving Special Funds or Excluded Funds, may also affect your optional rider base. See “Optional Living Benefit Riders.”

The minimum amount that you may transfer is \$100 or, if less, your entire contract value held in a subaccount or a Fixed Interest Allocation. To make a transfer, you must notify our Customer Service and all other administrative requirements must be met. Transfers will be based on values at the end of the business day in which the transfer request is received at our Customer Service. Any transfer request received after 4:00 p.m. eastern time or the close of regular trading of the NYSE will be effected on the next business day.

The separate account and the Company will not be liable for following instructions communicated by telephone or other approved electronic means that we reasonably believe to be genuine. We may require personal identifying information to process a request for transfer made over the telephone, over the Internet or other approved electronic means. Please be advised that the risk of a fraudulent transaction is increased with telephonic or electronic instructions, even if appropriate identifying information is provided.

### Limits on Frequent or Disruptive Transfers

The contract is not designed to serve as a vehicle for frequent transfers. Frequent transfer activity can disrupt management of a fund and raise its expenses through:

- Increased trading and transaction costs;
- Forced and unplanned portfolio turnover;
- Lost opportunity costs; and
- Large asset swings that decrease the fund’s ability to provide maximum investment return to all contract owners.

This in turn can have an adverse effect on fund performance. **Accordingly, individuals or organizations that use market-timing investment strategies or make frequent transfers should not purchase the contract.**

**Excessive Trading Policy.** We and the other members of the Voya® family of companies that provide multi-fund variable insurance and retirement products have adopted a common Excessive Trading Policy to respond to the demands of the various fund families that make their funds available through our products to restrict excessive fund trading activity and to ensure compliance with Rule 22c-2 of the 1940 Act.

We actively monitor fund transfer and reallocation activity within our variable insurance products to identify violations of our Excessive Trading Policy. Our Excessive Trading Policy is violated if fund transfer and reallocation activity:

- Meets or exceeds our current definition of Excessive Trading, as defined below; or
- Is determined, in our sole discretion, to be disruptive or not in the best interests of other owners of our variable insurance and retirement products.

We currently define “Excessive Trading” as:

- More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a “round-trip”). This means two or more round-trips involving the same fund within a 60 calendar day period would meet our definition of Excessive Trading; or
- Six round-trips involving the same fund within a rolling 12 month period.

The following transactions are excluded when determining whether trading activity is excessive:

- Purchases or sales of shares related to non-fund transfers (for example, new premium payments, withdrawals and loans);
- Transfers associated with scheduled dollar cost averaging, scheduled rebalancing, or scheduled asset allocation programs;
- Purchases and sales of fund shares in the amount of \$5,000 or less;
- Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
- Transactions initiated by us, another member of the Voya family of companies, or a fund.

If we determine that an individual or entity has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, we will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to the Customer Service, or other electronic trading medium that we may make available from time to time (“Electronic Trading Privileges”). Likewise, if we determine that an individual or entity has made five round-trips involving the same fund within a rolling 12 month period, we will send them a letter warning that another purchase and sale of that same fund within 12 months of the initial purchase in the first round-trip will be deemed to be Excessive Trading and result in a suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of any warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative, or the investment adviser for that individual or entity. A copy of the warning letters and details of the individual’s or entity’s trading activity may also be sent to the fund whose shares were involved in the trading activity.

If we determine that an individual or entity has violated our Excessive Trading Policy, we will send them a letter stating that their Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those that involve the fund whose shares were involved in the activity that violated our Excessive Trading Policy, will then have to be initiated by providing written instructions to us via regular U.S. mail. Suspension of Electronic Trading Privileges may also extend to products other than the product through which the Excessive Trading activity occurred. During the six month suspension period, electronic “inquiry only” privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual’s or entity’s trading activity may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative or investment adviser for that individual or entity, and the fund whose shares were involved in the activity that violated our Excessive Trading Policy.

Following the six month suspension period during which no additional violations of our Excessive Trading Policy are identified, Electronic Trading Privileges may again be restored. We will continue to monitor the fund transfer and reallocation activity, and any future violations of our Excessive Trading Policy will result in an indefinite suspension of Electronic Trading Privileges. A violation of our Excessive Trading Policy during the six month suspension period will also result in an indefinite suspension of Electronic Trading Privileges.

We reserve the right to suspend Electronic Trading Privileges with respect to any individual or entity, with or without prior notice, if we determine, in our sole discretion, that the individual's or entity's trading activity is disruptive or not in the best interests of other owners of our variable insurance and retirement products, regardless of whether the individual's or entity's trading activity falls within the definition of Excessive Trading set forth above.

Our failure to send or an individual's or entity's failure to receive any warning letter or other notice contemplated under our Excessive Trading Policy will not prevent us from suspending that individual's or entity's Electronic Trading Privileges or taking any other action provided for in our Excessive Trading Policy.

The Company does not allow exceptions to our Excessive Trading Policy. We reserve the right to modify our Excessive Trading Policy, or the policy as it relates to a particular fund, at any time without prior notice, depending on, among other factors, the needs of the underlying fund(s), the best interests of contract owners and fund investors, and/or state or federal regulatory requirements. If we modify our policy, it will be applied uniformly to all contract owners or, as applicable, to all contract owners investing in the underlying fund.

Our Excessive Trading Policy may not be completely successful in preventing market-timing or excessive trading activity. If it is not completely successful, fund performance and management may be adversely affected, as noted above.

**Limits Imposed by the Funds.** Each underlying fund available through the variable insurance and retirement products offered by us and/or the other members of the Voya family of companies, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy, and orders for the purchase of fund shares are subject to acceptance or rejection by the underlying fund. We reserve the right, without prior notice, to implement fund purchase restrictions and/or limitations on an individual or entity that the fund has identified as violating its excessive/frequent trading policy and to reject any allocation or transfer request to a subaccount if the corresponding fund will not accept the allocation or transfer for any reason. All such restrictions and/or limitations (which may include, but are not limited to, suspension of Electronic Trading Privileges and/or blocking of future purchases of a fund or all funds within a fund family) will be done in accordance with the directions we receive from the fund.

**Agreements to Share Information with Fund Companies.** As required by Rule 22c-2 under the 1940 Act, we have entered into information sharing agreements with each of the fund companies whose funds are offered through the contract. Contract owner trading information is shared under these agreements as necessary for the fund companies to monitor fund trading and our implementation of our Excessive Trading Policy. Under these agreements, the Company is required to share information regarding contract owner transactions, including but not limited to information regarding fund transfers initiated by you. In addition to information about contract owner transactions, this information may include personal contract owner information, including names and social security numbers or other tax identification numbers.

As a result of this information sharing, a fund company may direct us to restrict a contract owner's transactions if the fund determines that the contract owner has violated the fund's excessive/frequent trading policy. This could include the fund directing us to reject any allocations of premium payments or contract value to the fund or all funds within the fund family.

#### **Dollar Cost Averaging**

You may elect to participate in our dollar cost averaging ("DCA") program through either the Voya Liquid Assets Portfolio subaccount, or a Fixed Interest Allocation, subject to availability, starting 30 days after the contract date. These investment options serve as the source accounts from which we will, on a monthly basis, automatically transfer a set dollar amount of money to the subaccounts you specify. There is no additional charge for dollar cost averaging. Dollar cost averaging is not available with automatic rebalancing and may be subject to limited availability with systematic withdrawals.

We may also offer DCA Fixed Interest Allocations for durations of 6 months and 1 year, subject to state availability, exclusively for use with the dollar cost averaging program.

The dollar cost averaging program is designed to lessen the impact of market fluctuation on your investment. Since we transfer the same dollar amount to other subaccounts each month, more units of a subaccount are purchased if the value of its unit is low and fewer units are purchased if the value of its unit is high. Therefore, a lower than average value per unit may be achieved over the long term. However, we cannot guarantee this. When you elect the dollar cost averaging program, you are continuously investing in securities regardless of fluctuating price levels. You should consider your tolerance for investing through periods of fluctuating price levels.

Dollar cost averaging requires a minimum monthly transfer amount of \$100. We will transfer all your money allocated to that source account into the subaccount(s) you specify in equal payments over the relevant duration. The last payment will include earnings accrued over the duration. If you make an additional premium payment into a Fixed Interest Allocation subject to dollar cost averaging, the amount of your transfers under the dollar cost averaging program remains the same, unless you instruct us to increase the transfer amount.

Transfers under the dollar cost averaging program are not subject to a Market Value Adjustment. However, if you terminate the dollar cost averaging program for a DCA Fixed Interest Allocation and there is money remaining in the DCA Fixed Interest Allocation, we will transfer the remaining money to the Voya Liquid Assets Portfolio subaccount. Such transfer will trigger a Market Value Adjustment if the transfer is made more than 30 days before the maturity date of the DCA Fixed Interest Allocation.

If you do not specify the subaccounts to which the dollar amount of the source account is to be transferred, we will transfer the money to the subaccounts in which you are invested on a proportional basis. The transfer date is the same day each month as your contract date. If, on any transfer date, your contract value in a source account is equal to or less than the amount you have elected to have transferred, the entire amount will be transferred and the program will end. You may terminate the dollar cost averaging program at any time by sending satisfactory notice to our Customer Service at least 7 days before the next transfer date. A Fixed Interest Allocation or DCA Fixed Interest Allocation may not participate in the dollar cost averaging program and in systematic withdrawals at the same time.

You are permitted to transfer contract value to a Restricted Fund, subject to the limitations described above in this section and in "Appendix B—The Funds." Compliance with the individual and aggregate Restricted Fund limits will be reviewed when the dollar cost averaging program is established. Transfers under the dollar cost averaging program must be within those limits. We will not review again your dollar cost averaging election for compliance with the individual and aggregate limits for investment in the Restricted Funds except in the case of the transactions described below.

- Amount added to source account: If you add amounts to the source account which would increase the amount to be transferred under the dollar cost averaging program, we will review the amounts to be transferred to ensure that the individual and aggregate limits are not being exceeded. If such limits would be exceeded, we will require that the dollar cost averaging transfer amounts be changed to ensure that the transfers are within the limits based on the then current allocation of contract value to the Restricted Fund(s) and the then current value of the amount designated to be transferred to that Restricted Fund(s).
- Additional premium paid: Up to the individual Restricted Fund percentage limit may be allocated to a Restricted Fund. If more than the individual limit has been requested to be allocated to a Restricted Fund, we will look at the aggregate limit, subtract the current allocation to Restricted Funds, and subtract the current value of amounts to be transferred under the dollar cost averaging program to Restricted Funds. The excess, if any, is the maximum that may be allocated pro-rata to Restricted Funds.
- Reallocation request is made while the dollar cost averaging program is active: If the reallocation would increase the amount allocated to Restricted Funds, the maximum that may be so allocated is the individual Restricted Fund percentage limit, less the current allocation to Restricted Funds and less the current value of any remaining amounts to be transferred under the dollar cost averaging program to the Restricted Funds.

We may in the future offer additional subaccounts or withdraw any subaccount or Fixed Interest Allocation to or from the dollar cost averaging program, stop offering DCA Fixed Interest Allocations or otherwise modify, suspend or terminate this program. Of course, such changes will not affect any dollar cost averaging programs in operation at the time.

**Automatic Rebalancing**

If you have at least \$10,000 of contract value invested in the subaccounts of the separate account, you may elect to have your investments in the subaccounts automatically rebalanced. Transfers made pursuant to automatic rebalancing do not count toward the 12 transfer limit on free transfers. Automatic rebalancing is not available if you participate in dollar cost averaging. Automatic rebalancing will not take place during the free look period.

You are permitted to reallocate between Restricted and non-Restricted Funds, subject to the limitations described above in this section and in “Appendix B–The Funds.” If the reallocation would increase the amount allocated to the Restricted Funds, the maximum that may be so allocated is the individual Restricted Fund percentage limit, less the current allocation to all Restricted Funds.

We will transfer funds under your contract on a quarterly, semi-annual, or annual calendar basis among the subaccounts to maintain the investment blend of your selected subaccounts. The minimum size of any allocation must be in full percentage points. Rebalancing does not affect any amounts that you have allocated to the Fixed Account. The program may be used in conjunction with the systematic withdrawal option only if withdrawals are taken pro-rata.

To participate in automatic rebalancing, send satisfactory notice to our Customer Service. We will begin the program on the last business day of the period in which we receive the notice. You may cancel the program at any time. The program will automatically terminate if you choose to reallocate your contract value among the subaccounts or if you make an additional premium payment or partial withdrawal on other than a pro-rata basis. Additional premium payments and partial withdrawals made on a pro-rata basis will not cause the automatic rebalancing program to terminate.

**DEATH BENEFIT CHOICES****Death Benefit during the Accumulation Phase**

During the accumulation phase, a death benefit is payable when either the contract owner or the annuitant (when a contract owner is not an individual) dies before the income phase start date. Assuming you are the contract owner, your beneficiary will receive a death benefit unless the beneficiary is your surviving spouse and elects to continue the contract. If there are joint owners and any owner dies, we will pay the surviving owner(s) the death benefit. Upon receipt of due proof of the owner’s death in writing (i.e. a certified copy of the death certificate), we will calculate the guaranteed death benefit based on the Benefit Option Package elected and in effect on the date of death. If the guaranteed death benefit as of the date we receive due proof of death, minus the contract value, also as of that date, is greater than zero, we will add such difference to the contract value. Such addition will be allocated to the funds then available in the same proportion as the contract value in each available fund bears to the contract value in all such funds. If there is no contract value in any fund then available, the addition will be allocated to the Voya Liquid Assets Portfolio subaccount, or its successor. Such addition will fulfill our obligations under the Benefit Option Package, and all amounts will remain invested in the contract until we receive a request for payment of the death benefit in good order.

We will pay the death benefit upon receipt at our Customer Service of due proof of the owner’s death and any other information required by us to pay the death benefit or otherwise administer the claim, including election of the manner in which the death benefit is to be paid.

If we do not receive a request to apply the death benefit proceeds to an income phase option, we will make a single sum distribution. Subject to the conditions and requirements of state law, unless your beneficiary elects otherwise, the distribution will generally be made into an interest bearing account backed by our general account. This account is not FDIC insured and can be accessed by the beneficiary through a draftbook feature. The beneficiary may access death benefit proceeds at any time without penalty. Interest paid on this account may be less than interest paid on other settlement options, and the Company seeks to earn a profit on these accounts. Beneficiaries should carefully review all settlement and payment options available under the contract and are encouraged to consult with a financial professional or tax advisor before choosing a settlement or payment option. We will generally distribute death benefit proceeds within 7 calendar days after our Customer Service has received sufficient information to make the payment. For information on required distributions under federal income tax laws, you should see “Required Distributions upon Death.” At the time of death benefit election, the beneficiary may elect to receive the death benefit proceeds directly by check rather than through the draftbook feature of the interest bearing account by notifying the Customer Service.

You may select one of the option packages described below, which will determine the death benefit payable. Option Packages I and II are available only if the contract owner and the annuitant are not more than 80 years old at the time of purchase. Option Package III is only available if the contract owner and the annuitant are not more than 69 years old at the time of purchase. Option Package III is not available if you have selected a living benefit rider. Prior to May 1, 2009, Option Package III was available if the contract owner and annuitant were not more than 80 years old, and was available even if a living benefit rider had been selected. A change in ownership of the contract may affect the amount of the death benefit payable. Option Package II and III are not available with joint owners.

The death benefit may be subject to certain mandatory distribution rules required by federal tax law.

The death benefit depends upon the option package in effect on the date the contract owner dies.

The differences are summarized as follows:

	<b>Option Package I</b>	<b>Option Package II</b>	<b>Option Package III</b>
<b>Death Benefit on Death of the Owner:</b>	The greater of: (1) the Standard Death Benefit; and (2) the contract value.	The greatest of: (1) the Standard Death Benefit; and (2) the contract value; and (3) the Annual Ratchet death benefit.	The greatest of: (1) the Standard Death Benefit; and (2) the contract value; and (3) the Annual Ratchet death benefit; and (4) the 5% Roll-Up death benefit.

For purposes of calculating the 5% Rollup Death Benefit, the following investment options are designated as “Special Funds”:

Fixed Account  
Fixed Interest Division  
Voya Aggregate Bond Portfolio  
Voya Global Bond Portfolio  
Voya Liquid Assets Portfolio

Please note that the Voya Aggregate Bond Portfolio is also a Special Fund, but closed to new allocations, effective May 1, 2009.

For contracts issued **before September 8, 2008**, the following funds are also designated as Special Funds for purposes of calculating the 5% Rollup Death Benefit:

Voya Solution Income Portfolio  
PIMCO Real Return Portfolio

All amounts invested in these funds through contracts issued before September 8, 2008 will be treated as Special Funds. All amounts invested in these funds through contracts issued on or after September 8, 2008 will be treated as Covered Funds.

No investment options are currently designated as Excluded Funds. The death benefit for Excluded Funds is the contract value allocated to Excluded Funds and is tracked for transfer purposes only.

We may, with 30 days’ notice to you, designate any fund as a Special or Excluded Fund on existing contracts with respect to new premiums added to such fund, with respect to new transfers to such fund and with respect to the death benefits to which such designation applies. Selecting a Special or Excluded Fund may limit or reduce the death benefit.

For the period during which a portion of the contract value is allocated to a Special or Excluded Fund, we may at our discretion reduce the mortality and expense risk charge attributable to that portion of the contract value. The reduced mortality and expense risk charge will be applicable only during that period.

We use the Base Death Benefit to help determine the minimum death benefit payable under each of the death benefits described below. You do not elect the Base Death Benefit. The Base Death Benefit is equal to the greater of:

1. the contract value; or
2. the cash surrender value.

The **Standard Death Benefit** equals the **greater** of the Base Death Benefit or the **sum** of 1) and 2):

1. the contract value allocated to Excluded Funds; and
2. the Standard Minimum Guaranteed Death Benefit for amounts allocated to Covered or Special Funds.

The Standard Minimum Guaranteed Death Benefit equals:

1. premium payments allocated to Covered, Special and Excluded Funds, respectively;
2. reduced by a pro-rata adjustment for any withdrawal or transfer taken from Covered, Special and Excluded Funds, respectively.

In the event of transfers from Excluded to Covered or Special Funds, the increase in the Minimum Guaranteed Death Benefit for Covered Funds and/or Special Funds will equal the lesser of the reduction in the Minimum Guaranteed Death Benefit for Excluded Funds and the contract value transferred. In the event of transfers from Covered or Special Funds to Excluded Funds, the increase in the Minimum Guaranteed Death Benefit for Excluded Funds will equal the reduction in the Minimum Guaranteed Death Benefit for Covered or Special Funds.

Currently, no investment options are designated as Special Funds for purposes of calculating the Standard Death Benefit.

The **5% Roll-Up Death Benefit**, equals the **greater** of:

1. the Standard Death Benefit; or
2. the sum of the contract value allocated to Excluded Funds and the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered Funds and Special Funds.

The 5% Roll-Up Minimum Guaranteed Death Benefit for Covered Funds, Special Funds and Excluded Funds equals the lesser of:

1. premiums, adjusted for withdrawals and transfers, accumulated at 5% on a daily basis for Covered Funds or Excluded Funds and 0% for Special Funds until the earlier of attainment of age 90 or reaching the cap (equal to 3 times all premium payments, as reduced by adjustments for withdrawals) and thereafter at 0%, or
2. the cap.

A pro-rata adjustment to the 5% Roll-Up Minimum Guaranteed Death Benefit is made for any withdrawals. The amount of the pro-rata adjustment for withdrawals will equal (a) divided by (b) times (c): where (a) is the contract value of the withdrawal; (b) is the contract value immediately prior to the withdrawal; and (c) is the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered, Special and Excluded Funds, respectively, immediately prior to the withdrawal.

Transfers from Excluded to Covered or Special Funds will reduce the 5% Roll-Up Minimum Guaranteed Death Benefit for Excluded Funds on a pro-rata basis. The resulting increase in the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered or Special Funds will equal the lesser of the reduction in the 5% Roll-Up Minimum Guaranteed Death Benefit for Excluded Funds and the contract value transferred. Transfers from Covered or Special Funds to Excluded Funds will reduce the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered or Special Funds on a pro-rata basis. The resulting increase in the 5% Roll-Up Minimum Guaranteed Death Benefit for Excluded Funds will equal the reduction in the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered or Special Funds, respectively.

Transfers from Special to Covered Funds will reduce the 5% Roll-Up Minimum Guaranteed Death Benefit for Special Funds on a pro-rata basis. The resulting increase in the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered Funds will equal the reduction in the 5% Roll-Up Minimum Guaranteed Death Benefit for Special Funds.

Transfers from Covered to Special Funds will reduce the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered Funds on a pro-rata basis. The resulting increase in the 5% Roll-Up Minimum Guaranteed Death Benefit for Special Funds will equal the reduction in the 5% Roll-Up Minimum Guaranteed Death Benefit for Covered Funds.

The calculation of the cap is not affected by allocation to Covered, Special or Excluded Funds.

The **Annual Ratchet Enhanced Death Benefit** equals the **greater** of:

1. the Standard Death Benefit; or
2. the sum of the contract value allocated to Excluded Funds and the Annual Ratchet Minimum Guaranteed Death Benefit allocated to Covered or Special Funds.

The Annual Ratchet Minimum Guaranteed Death Benefit equals:

1. the initial premium allocated at issue to Covered, Special or Excluded Funds, respectively;
2. increased dollar for dollar by any premium allocated after issue to Covered, Special or Excluded Funds, respectively;
3. adjusted on each anniversary that occurs on or prior to attainment of age 90 to the greater of the Annual Ratchet Minimum Guaranteed Death Benefit for Covered, Special or Excluded Funds from the prior anniversary (adjusted for new premiums, partial withdrawals and transfers between Covered, Special and Excluded Funds) and the current contract value. A pro-rata adjustment to the Annual Ratchet Minimum Guaranteed Death Benefit is made for any withdrawals. The amount of the pro-rata adjustment for withdrawals will equal (a) divided by (b) times (c); where (a) is the contract value of the withdrawal; (b) is the contract value immediately prior to the withdrawal; and (c) is the Annual Ratchet Minimum Guaranteed Death Benefit for Covered, Special and Excluded Funds, respectively, immediately prior to the withdrawal. Please see Appendix F for examples of the pro-rata withdrawal adjustment for withdrawals.

Transfers from Excluded to Covered or Special Funds will reduce the Annual Ratchet Minimum Guaranteed Death Benefit for Excluded Funds on a pro-rata basis. The resulting increase in the Annual Ratchet Minimum Guaranteed Death Benefit for Covered or Special Funds will equal the lesser of the reduction in the Annual Ratchet Minimum Guaranteed Death Benefit for Excluded Funds and the contract value transferred.

Transfers from Covered or Special Funds to Excluded Funds will reduce the Annual Ratchet Minimum Guaranteed Death Benefit for Covered or Special Funds on a pro-rata basis. The resulting increase in the Annual Ratchet Minimum Guaranteed Death Benefit for Excluded Funds will equal the reduction in the Annual Ratchet Minimum Guaranteed Death Benefit for Covered or Special Funds, respectively.

Currently, no investment options are designated as Special Funds for purposes of calculating the Annual Ratchet Death Benefit.

Examples of how the designation of certain funds as Special Funds affects the calculation of the 5% Roll-up Death Benefit is included in Appendix G to this prospectus.

**Transfers Between Option Packages.** You may transfer from one option package to another on each contract anniversary. A written request for such transfer must be received at our Customer Service within 60 days prior to the contract anniversary. Transfers to Option Packages I and II are not permitted after you attain age 80. Transfers to Option Package III are not permitted if the contract owner or annuitant have attained age 69, or if an optional living benefit rider has been purchased.

If you transfer from Option I to Option II or Option III, the minimum guaranteed death benefit for Special and Non-Special Funds will equal the contract value for Special and Non-Special Funds, respectively, on the effective date of the transfer. On a transfer to Option Package III, the then current roll-up cap will be allocated to Special and Non-Special Funds in the same percentage as the allocation of contract value on the effective date of the transfer. A change of owner may cause an option package transfer on other than a contract anniversary.

#### **Death Benefit During the Income Phase**

If any contract owner or the annuitant dies after the income phase start date, we will pay the beneficiary any certain benefit remaining under the annuity in effect at the time.

**Continuation After Death—Spouse**

If at the contract owner's death, the surviving spouse of the deceased contract owner is the beneficiary and such surviving spouse elects to continue the contract as his or her own the following will apply:

If the guaranteed death benefit as of the date we receive due proof of death, minus the contract value also on that date, is greater than zero, we will add such difference to the contract value. We will allocate such addition to the variable subaccounts in proportion to the contract value in the subaccounts, unless you direct otherwise. If there is no contract value in any subaccount, the addition will be allocated to the Voya Liquid Assets Portfolio subaccount, or its successor. Such addition to the contract value will not affect the guaranteed death benefit. If the guaranteed death benefit is less than or equal to the contract value, the contract value will not change.

The death benefits under each of the available options will continue based on the surviving spouse's age on the date that ownership changes. At subsequent surrender, any surrender charge applicable to premiums paid prior to the date we receive due proof of death of the contract owner will be waived. Any premiums paid later will be subject to any applicable surrender charge.

Any addition to contract value, as described above, is available only to the spouse of the owner as of the date of death of the owner if such spouse under the provisions of the contract elects to continue the contract as his or her own.

**Continuation After Death—Non Spouse**

If the beneficiary is not the spouse of the owner, the contract may continue in force subject to the required distribution rules of the Tax Code.

If the guaranteed death benefit as of the date we receive due proof of death, minus the contract value also on that date, is greater than zero, we will add such difference to the contract value. We will allocate such addition to the variable subaccounts in proportion to the contract value in the subaccounts, unless you direct otherwise. If there is no contract value in any subaccount, the addition will be allocated to the Voya Liquid Assets Portfolio subaccount, or its successor.

The death benefit will then terminate. At subsequent surrender, any surrender charge applicable to premiums paid prior to the date we receive due proof of death of the contract owner will be waived. No additional premium payments may be made.

**Required Distributions Upon Contract Owner's Death**

We will not allow any payment of benefits provided under a nonqualified contract which do not satisfy the requirements of Section 72(s) of the Tax Code.

If any contract owner of a nonqualified contract dies before the income phase payment start date, the death benefit payable to the beneficiary (calculated as described under "Death Benefit Choices" in this prospectus) will be distributed as follows: (a) the death benefit must be completely distributed within 5 years of the contract owner's date of death; or (b) the beneficiary may elect, within the 1-year period after the contract owner's date of death, to receive the death benefit in the form of an annuity from us, provided that (i) such annuity is distributed in substantially equal installments over the life of such beneficiary or over a period not extending beyond the life expectancy of such beneficiary; and (ii) such distributions begin no later than 1 year after the contract owner's date of death.

Notwithstanding (a) and (b) above, if the sole contract owner's beneficiary is the deceased owner's surviving spouse, then such spouse may elect to continue the contract under the same terms as before the contract owner's death. Upon receipt of such election from the spouse at our Customer Service: (1) all rights of the spouse as contract owner's beneficiary under the contract in effect prior to such election will cease; (2) the spouse will become the owner of the contract and will also be treated as the contingent annuitant, if none has been named and only if the deceased owner was the annuitant; and (3) all rights and privileges granted by the contract or allowed by the Company will belong to the spouse as contract owner of the contract. This election will be deemed to have been made by the spouse if such spouse makes a premium payment to the contract or fails to make a timely election as described in this paragraph. If the owner's beneficiary is a non-spouse, the distribution provisions described in subparagraphs (a) and (b) above, will apply even if the annuitant and/or contingent annuitant are alive at the time of the contract owner's death.

Subject to availability, and our then current rules, a spousal or non-spousal beneficiary may elect to receive death benefits as payments over the life expectancy of the beneficiary (“stretch”). “Stretch” payments will be subject to the same limitations as systematic withdrawals, and nonqualified “stretch” payments will be reported on the same basis as other systematic withdrawals.

If we do not receive an election from a non-spouse owner’s beneficiary within the 1-year period after the contract owner’s date of death, then we will pay the death benefit to the owner’s beneficiary in a cash payment within five years from date of death. We will determine the death benefit as of the date we receive proof of death. We will make payment of the proceeds on or before the end of the 5-year period starting on the owner’s date of death. Such cash payment will be in full settlement of all our liability under the contract.

If a contract owner dies after the income phase payment start date, we will continue to distribute any benefit payable at least as rapidly as under the annuity option then in effect. All of the contract owner’s rights granted under the contract or allowed by us will pass to the contract owner’s beneficiary.

If a contract has joint owners we will consider the date of death of the first joint owner as the death of the contract owner and the surviving joint owner will become the beneficiary of the contract. If any contract owner is not an individual, the death of an annuitant shall be treated as the death of the owner.

**Effect of Voya LifePay Plus and Voya Joint LifePay Plus Riders on Death Benefit.** Please see “Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit Rider–Death of Owner or Annuitant,” “Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit Rider–Death of Owner or Annuitant,” “Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit Rider–Effect of Voya LifePay Plus Rider on Death Benefit” and “Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit Rider–Effect of Voya Joint LifePay Plus Rider on Death Benefit” for information about the effect of the Voya LifePay Plus or the Voya Joint LifePay Plus rider on the death benefit under your contract and a description of the impact of the owner’s or annuitant’s death on the Voya LifePay Plus or the Voya Joint LifePay Plus rider.

## THE INCOME PHASE

During the income phase, you stop contributing dollars to your contract and start receiving payments from your accumulated contract value. Living benefit riders automatically terminate when the income phase of your contract begins.

**Initiating Payments.** At least 30 days prior to the date you want to start receiving payments, you must notify us in writing of all of the following:

- Payment start date;
- Income phase payment option (see the income phase payment options table in this section);
- Payment frequency (i.e., monthly, quarterly, semi-annually or annually);
- Choice of fixed, and, if available at the time an income phase payment option is selected, variable or a combination of both fixed and variable payments; and
- Selection of an assumed net investment rate (only if variable payments are elected).

Your contract will continue in the accumulation phase until you properly start income phase payments. Once an income phase payment option is selected, it may not be changed. **Our current income phase payment options provide only for fixed payments.**

**What Affects Payment Amounts?** Some of the factors that may affect the amount of your income phase payments include: your age; gender; contract value; the income phase payment option selected; the number of guaranteed payments (if any) selected; whether you select fixed, variable or a combination of both fixed and variable payments; and, for variable payments, the assumed net investment rate selected. Variable payments are not currently available.

**Fixed Payments.** Amounts funding fixed income phase payments will be held in the Company’s general account. The amount of fixed payments does not vary with investment performance over time.

**Variable Payments.** Amounts funding your variable income phase payments will be held in the subaccount(s) you select. Not all subaccounts available during the accumulation phase may be available during the income phase. Payment amounts will vary depending upon the performance of the subaccounts you select. For variable income phase payments, you must select an assumed net investment rate. Variable payments are not currently available.

**Assumed Net Investment Rate.** If you select variable income phase payments, you must also select an assumed net investment rate of either 6%, 5% or 3.5%. If you select a 6% rate, for example, your first income phase payment will be higher, but subsequent payments will increase only if the investment performance of the subaccounts you selected is greater than 6% annually, after deduction of fees. Payment amounts will decline if the investment performance is less than 6%, after deduction of fees.

If you select a 3.5% rate, for example, your first income phase payment will be lower and subsequent payments will increase more rapidly or decline more slowly depending upon changes to the net investment rate of the subaccounts you selected. For more information about selecting an assumed net investment rate, call us for a copy of the SAI.

**Minimum Payment Amounts.** The income phase payment option you select must result in:

- A first income phase payment of at least \$50; and
- Total yearly income phase payments of at least \$250.

If your contract value is too low to meet these minimum payment amounts, you will receive one lump-sum payment. Unless prohibited by law, we reserve the right to increase the minimum payment amount based on increases reflected in the Consumer Price Index-Urban (CPI-U) since July 1, 1993.

**Restrictions on Start Dates and the Duration of Payments.** Income phase payments may not begin during the first contract year, or, unless we consent, later than the first day of the month following the annuitant's 90<sup>th</sup> birthday.

Income phase payments will not begin until you have selected an income phase payment option. Surrender charges may apply if income phase payments begin within the first five contract years. Failure to select an income phase payment option by the annuitant's 90<sup>th</sup> birthday may have adverse tax consequences. You should consult with a tax and/or legal adviser if you are considering delaying the selection of an income phase payment option before the later of these dates.

Income phase payments may not extend beyond:

1. The life of the annuitant;
2. The joint lives of the annuitant and beneficiary;
3. A guaranteed period greater than the annuitant's life expectancy; or
4. A guaranteed period greater than the joint life expectancies of the annuitant and beneficiary.

When income phase payments start, the age of the annuitant plus the number of years for which payments are guaranteed may not exceed 100.

If income phase payments start when the annuitant is at an advanced age, such as over 90, it is possible that the contract will not be considered an annuity for federal tax purposes.

See "**Federal Tax Considerations**" for further discussion of rules relating to income phase payments.

### **Charges Deducted**

- If variable income phase payments are selected, we make a daily deduction for mortality and expense risks from amounts held in the subaccounts. Therefore, if you choose variable income phase payments and a nonlifetime income phase payment option, we still make this deduction from the subaccounts you select, even though we no longer assume any mortality risks. The amount of this charge, on an annual basis, is equal to 1.50% of amounts invested in the subaccounts. See "Fees and Expenses."
- There is currently no administrative expense charge during the income phase. We reserve the right, however, to charge an administrative expense charge of up to 0.15% during the income phase. If imposed, we deduct this charge daily from the subaccounts corresponding to the funds you select. If we are imposing this charge when you enter the income phase, the charge will apply to you during the entire income phase. See "Fees and Expenses."

**Death Benefit during the Income Phase.** The death benefits that may be available to a beneficiary are outlined in the income phase payment options table below. If we do not receive a request to apply the death benefit proceeds to an annuity option, we will make a single sum distribution. Unless you elect otherwise, the distribution will generally be made into an interest bearing account, backed by our general account. This account is not FDIC insured and can be accessed by the beneficiary through a draftbook feature. The beneficiary may access death benefit proceeds at any time without penalty. We will generally distribute death benefit proceeds within 7 days after our Customer Service has received sufficient information to make the payment. At the time of death benefit election, the beneficiary may elect to receive the death benefit proceeds directly by check rather than through the draftbook feature of the interest bearing account by notifying the Customer Service.

If continuing income phase payments are elected, the beneficiary may not elect to receive a lump-sum at a future date unless the income phase payment option specifically allows a withdrawal right. We will calculate the value of any death benefit at the next valuation after we receive proof of death and a request for payment. Such value will be reduced by any payments made after the date of death.

**Beneficiary Rights.** A beneficiary's right to elect an income phase payment option or receive a lump-sum payment may have been restricted by the contract owner. If so, such rights or options will not be available to the beneficiary.

**Partial Entry into the Income Phase.** You may elect an income phase payment option for a portion of your contract value, while leaving the remaining portion invested in the accumulation phase. Whether the Tax Code considers such payments taxable as income phase payments or as withdrawals is currently unclear; therefore, you should consult with a tax and/or legal adviser before electing this option. The same or different income phase payment option may be selected for the portion left invested in the accumulation phase.

**Taxation.** To avoid certain tax penalties, you or your beneficiary must meet the distribution rules imposed by the Tax Code. Additionally, when selecting an income phase payment option, the Tax Code requires that your expected payments will not exceed certain durations. See "Federal Tax Considerations".

#### **Payment Options**

The following table lists the income phase payment options and accompanying death benefits available during the income phase. We may offer additional income phase payment options under the contract from time to time. Once income phase payments begin, the income phase payment option selected may not be changed.

**Terms to understand:**

**Annuitant(s):** The person(s) on whose life expectancy(ies) the income phase payments are based.

**Beneficiary(ies):** The person(s) or entity(ies) entitled to receive a death benefit, if any, under the income phase payment option selected.

<b>Lifetime Income Phase Payment Options</b>	
Life Income	<p><b>Length of Payments:</b> For as long as the annuitant lives. It is possible that only one payment will be made if the annuitant dies prior to the second payment's due date.</p> <p><b>Death Benefit-None:</b> All payments end upon the annuitant's death.</p>
Life Income-Guaranteed Payments*	<p><b>Length of Payments:</b> For as long as the annuitant lives, with payments guaranteed for your choice of 5 to 30 years or as otherwise specified in the contract.</p> <p><b>Death Benefit-Payment to the Beneficiary:</b> If the annuitant dies before we have made all the guaranteed payments, we will continue to pay the beneficiary the remaining payments.</p>
Life Income-Two Lives	<p><b>Length of Payments:</b> For as long as either annuitant lives. It is possible that only one payment will be made if both annuitants die before the second payment's due date.</p> <p><b>Continuing Payments:</b> When you select this option you choose for:</p> <p>a) 100%, 66⅔% or 50% of the payment to continue to the surviving annuitant after the first death; or</p> <p>b) 100% of the payment to continue to the annuitant on the second annuitant's death, and 50% of the payment to continue to the second annuitant on the annuitant's death.</p> <p><b>Death Benefit-None:</b> All payments end upon the death of both annuitants.</p>
Life Income-Two Lives Guaranteed Payments*	<p><b>Length of Payments:</b> For as long as either annuitant lives, with payments guaranteed from 5 to 30 years or as otherwise specified in the contract.</p> <p><b>Continuing Payments:</b> 100% of the payment to continue to the surviving annuitant after the first death.</p> <p><b>Death Benefit-Payment to the Beneficiary:</b> If both annuitants die before we have made all the guaranteed payments, we will continue to pay the beneficiary the remaining payments.</p>
Life Income- Cash Refund Option (limited availability-fixed payments only)	<p><b>Length of Payments:</b> For as long as the annuitant lives.</p> <p><b>Death Benefit-Payment to the Beneficiary:</b> Following the annuitant's death, we will pay a lump-sum payment equal to the amount originally applied to the income phase payment option (less any applicable premium tax) and less the total amount of income payments paid.</p>
Life Income-Two Lives-Cash Refund Option (limited availability-fixed payments only)	<p><b>Length of Payments:</b> For as long as either annuitant lives.</p> <p><b>Continuing Payments:</b> 100% of the payment to continue after the first death.</p> <p><b>Death Benefit-Payment to the Beneficiary:</b> When both annuitants die we will pay a lump-sum payment equal to the amount applied to the income phase payment option (less any applicable premium tax) and less the total amount of income payments paid.</p>
<b>Nonlifetime Income Phase Payment Option</b>	
Nonlifetime-Guaranteed Payments*	<p><b>Length of Payments:</b> You may select payments for 5 to 30 years. In certain cases a lump-sum payment may be requested at any time (see below).</p> <p><b>Death Benefit-Payment to the Beneficiary:</b> If the annuitant dies before we make all the guaranteed payments, we will continue to pay the beneficiary the remaining payments.</p>

**Lump-Sum Payment:** If the "Nonlifetime-Guaranteed Payments" option is elected with variable payments, you may request at any time that all or a portion of the present value of the remaining payments be paid in one lump-sum. A lump-sum elected before three or five years of income phase payments have been completed (as specified by the contract) will be treated as a withdrawal during the accumulation phase and if the election is made during an early withdrawal charge period, we will charge the applicable early withdrawal charge. Lump-sum payments will be sent within seven calendar days after we receive the request for payment in good order at our Customer Service. We do not currently offer variable payouts.

\*Guaranteed period payments may not extend beyond the shorter of your life expectancy or until your age 95.

## OTHER CONTRACT PROVISIONS

### Reports to Contract Owners

We confirm purchase, transfer and withdrawal transactions usually within 5 business days of processing. We may also send you a quarterly report within 31 days after the end of each calendar quarter. The report will show the contract value, cash surrender value, and the death benefit as of the end of the calendar quarter. The report will also show the allocation of your contract value and reflects the amounts deducted from or added to the contract value. You have 30 days to notify our Customer Service of any errors or discrepancies. We will notify you when shareholder reports of the investment portfolios in which the separate account invests are available. We will also send any other reports, notices or documents we are required by law to furnish to you.

### Suspension of Payments

The Company reserves the right to suspend or postpone the date of any payment or determination of values, beyond the 7 permitted days, on any business day; (1) when the NYSE is closed; (2) when trading on the NYSE is restricted; (3) when an emergency exists as determined by the SEC so that the sale of securities held in the separate account may not reasonably occur or so that the Company may not reasonably determine the value of the separate account's net assets; or (4) during any other period when the SEC so permits for the protection of security holders. We have the right to delay payment of amounts from a Fixed Interest Allocation for up to 6 months.

### In Case of Errors in Your Application

If an age or gender given in the application or enrollment form is misstated, the amounts payable or benefits provided by the contract shall be those that the premium payment would have bought at the correct age or sex.

### Assigning the Contract as Collateral

You may assign a non-qualified contract as collateral security for a loan but you should understand that your rights and any beneficiary's rights may be subject to the terms of the assignment. An assignment likely has federal tax consequences. You should consult a tax and/or legal adviser for tax advice. You must give us satisfactory written notice at our Customer Service in order to make or release an assignment. We are not responsible for the validity of any assignment.

### Contract Changes—Applicable Tax Law

We have the right to make changes in the contract to continue to qualify the contract as an annuity under applicable federal tax law. You will be given advance notice of such changes.

### Free Look

You may cancel your contract within your 10-day free look period. We deem the free look period to expire 15 days after we mail the contract to you. Some states may require a longer free look period. To cancel, you need to send your contract to our Customer Service or to the agent from whom you purchased it. We will refund the contract value. For purposes of the refund during the free look period, (i) we adjust your contract value for any Market Value Adjustment (if you have invested in the Fixed Account), and (ii) then we include a refund of any charges deducted from your contract value. Because of the market risks associated with investing in the funds and the potential positive or negative effect of the market value adjustment, the contract value returned may be greater or less than the premium payment you paid. In the case of IRA's cancelled within 7 days of receipt of the contract and in some states, we are required to return to you the amount of the paid premium (rather than the contract value) in which case you will not be subject to investment risk during the free look period. In these circumstances, your premiums designated for investment in the subaccounts may be allocated during the free look period to a subaccount specially designated by the Company for this purpose (currently, the Voya Liquid Assets Portfolio subaccount). We may, in our discretion, require that premiums designated for investment in the subaccounts from all other states as well as premiums designated for a Fixed Interest Allocation be allocated to the specially designated subaccount during the free look period. Your free look rights depend on the laws of the state in which you purchase your contract. Your contract is void as of the day we receive your contract and cancellation request. We determine your contract value at the close of business on the day we receive your written request. If you keep your contract after the free look period and the investment is allocated to a subaccount specially designated by the Company, we will put your money in the subaccount(s) chosen by you, based on the accumulation unit value next computed for each subaccount, and/or in the Fixed Interest Allocation chosen by you.

### **Special Arrangements**

We may reduce or waive any contract, rider, or benefit fees or charges for certain group or sponsored arrangements, under special programs, and for certain employees, agents, and related persons of our parent corporation and its affiliates. We reduce or waive these items based on expected economies, and the variations are based on differences in costs or services.

## **CONTRACT DISTRIBUTION**

### **Selling the Contract**

Our affiliate, Directed Services LLC, One Orange Way, Windsor, CT 06095, is the principal underwriter and distributor of the contract as well as for other Company contracts. Directed Services LLC, a Delaware limited liability company, is registered with the SEC as a broker-dealer under the Securities Exchange Act of 1934, and is a member of the Financial Industry Regulatory Authority ("FINRA").

Directed Services LLC does not retain any commissions or compensation paid to it by the Company for contract sales. Directed Services LLC enters into selling agreements with affiliated and unaffiliated broker-dealers to sell the contracts through their registered representatives who are licensed to sell securities and variable insurance products ("selling firms"). Selling firms are also registered with the SEC and are FINRA member firms.

Voya Financial Advisors, Inc. is affiliated with the Company and has entered into a selling agreement with Directed Services LLC for the sale of our variable annuity contracts:

Directed Services LLC pays selling firms compensation for the promotion and sale of the contracts. Registered representatives of the selling firms who solicit sales of the contracts typically receive a portion of the compensation paid by Directed Services LLC to the selling firm in the form of commissions or other compensation, depending on the agreement between the selling firm and the registered representative. This compensation, as well as other incentives or payments, is not paid directly by contract owners or the Separate Account. We intend to recoup this compensation and other sales expenses paid to selling firms through fees and charges imposed under the contracts.

Directed Services LLC pays selling firms for contract sales according to one or more schedules. This compensation is generally based on a percentage of premium payments. Selling firms may receive commissions of up to 3.50% of premium payments. In addition, selling firms may receive ongoing annual compensation of up to 1.00% of all, or a portion, of values of contracts sold through the firm. Individual representatives may receive all or a portion of compensation paid to their selling firm, depending on the firm's practices. Commissions and annual compensation, when combined, could exceed 3.50% of total premium payments. These other promotional incentives or payments may not be offered to all distributors, and may be limited only to Voya Financial Partners, LLC and other distributors affiliated with the Company.

Directed Services LLC has special compensation arrangements with certain selling firms based on those firms' aggregate or anticipated sales of the contracts or other criteria. These arrangements may include commission specials, in which additional commissions may be paid in connection with premium payments received for a limited time period, within the maximum 3.50% commission rate noted above. These special compensation arrangements will not be offered to all selling firms, and the terms of such arrangements may differ among selling firms based on various factors. These special compensation arrangements may be limited only to Voya Financial Partners, LLC and other distributors affiliated with the Company. Any such compensation payable to a selling firm will not result in any additional direct charge to you by us.

In addition to the direct cash compensation for sales of contracts described above, Directed Services LLC may also pay selling firms additional compensation or reimbursement of expenses for their efforts in selling the contracts to you and other customers. These amounts may include:

- Marketing/distribution allowances which may be based on the percentages of premium received, the aggregate commissions paid and/or the aggregate assets held in relation to certain types of designated insurance products issued by the Company and/or its affiliates during the year;
- Loans or advances of commissions in anticipation of future receipt of premiums (a form of lending to agents/registered representatives). These loans may have advantageous terms such as reduction or elimination of the interest charged on the loan and/or forgiveness of the principal amount of the loan, which terms may be conditioned on sales;
- Education and training allowances to facilitate our attendance at certain educational and training meetings to provide information and training about our products. We also hold training programs from time to time at our expense;
- Sponsorship payments or reimbursements for broker-dealers to use in sales contests and/or meetings for their agents/registered representatives who sell our products. We do not hold contests based solely on the sales of this product;
- Certain overrides and other benefits that may include cash compensation based on the amount of earned commissions, agent/representative recruiting or other activities that promote the sale of policies; and
- Additional cash or noncash compensation and reimbursements permissible under existing law. This may include, but is not limited to, cash incentives, merchandise, trips, occasional entertainment, meals and tickets to sporting events, client appreciation events, business and educational enhancement items, payment for travel expenses (including meals and lodging) to pre-approved training and education seminars, and payment for advertising and sales campaigns.

We may pay commissions, dealer concessions, wholesaling fees, overrides, bonuses, other allowances and benefits and the costs of all other incentives or training programs from our resources, which include the fees and charges imposed under the Contract.

The following is a list of the top 25 selling firms that, during 2014 received the most compensation, in the aggregate, from us in connection with the sale of registered annuity contracts issued by us, ranked by total dollars received:

- |  |  |
|--|--|
| 1. Wells Fargo Advisors, LLC                           | 14. Commonwealth Equity Services, Inc.           |
| 2. LPL Financial Corporation                           | 15. Woodbury Financial Services Inc.             |
| 3. Morgan Stanley Smith Barney LLC                     | 16. Lincoln financial Advisors Corporation       |
| 4. Voya Financial Advisors, Inc.                       | 17. Stifel Nicolaus and Company Incorporated     |
| 5. Merrill Lynch, Pierce, Fenner & Smith, Incorporated | 18. SII Investments Inc.                         |
| 6. Cetera Advisors LLC                                 | 19. Edward D. Jones & Co., L.P. dba Edward Jones |
| 7. Raymond James Financial Services Inc.               | 20. Royal Alliance Associates Inc.               |
| 8. UBS Financial Services                              | 21. NFP Advisor Services, LLC                    |
| 9. National Planning Corporation                       | 22. RBC Capital Markets LLC                      |
| 10. Securities America Inc.                            | 23. Centaurus Financial Inc.                     |
| 11. Ameriprise Financial Services Inc.                 | 24. J.P. Morgan Securities LLC                   |
| 12. First Allied Securities Inc.                       | 25. MML Investors Services Inc.                  |
| 13. Cambridge Investment Research Inc.                 |  |

Directed Services LLC may also compensate wholesalers/distributors, and their management personnel, for contract sales within the wholesale/distribution channel. This compensation may be based on a percentage of premium payments and/or a percentage of contract values. Directed Services LLC may, at its discretion, pay additional cash compensation to wholesalers/distributors for sales by certain broker-dealers or “focus firms.”

We do not pay any additional compensation on the sale or exercise of any of the contract’s optional benefit riders offered in this prospectus.

This is a general discussion of the types and levels of compensation paid by us for sales of our variable annuity contracts. It is important for you to know that the payment of volume- or sales-based compensation to a selling firm or registered representative may provide that registered representative a financial incentive to promote our contracts over those of another company, and may also provide a financial incentive to promote one of our contracts over another.

## OTHER INFORMATION

**Loans.** We do not currently permit loans under Section 403(b) contracts that are subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Loans may be available if you purchased your contract in connection with a non-ERISA 403(b) plan. If your contract was issued in connection with a 403(b) plan and the terms of your plan permit, you may take a loan, using your surrender value as collateral for the loan. Loans are subject to the terms of the contract, your 403(b) plan, the Tax Code and other federal and state regulations. The amount and number of loans outstanding at any one time under your tax-deferred annuity are limited, whether under our contracts or those of other carriers. Tax-deferred annuity loans are not available for contracts issued in the Commonwealth of Massachusetts. We may modify the terms of a loan to comply with changes in applicable law. Various mandatory repayment requirements apply to loans, and failure to repay generally will result in income to you and the potential application of tax penalties. We urge you to consult with a tax and/or legal adviser prior to effecting a loan transaction under your contract. We may apply additional restrictions or limitations on loans, and you must make loan requests in accordance with our administrative practices and loan requests procedures in effect at the time you submit your request. Read the terms of the loan agreement before submitting any request. We reserve the right not to grant a loan request if the participant has an outstanding loan in default.

Any outstanding loan balance impacts the following:

- **Withdrawal and Charges:** We determine amounts available for maximum withdrawal amounts, free partial withdrawals, systematic withdrawals and waiver of administrative charges by reducing the otherwise applicable amounts by the amount of any outstanding loan balance.
- **Death Benefits, Annuitization and Surrenders:** We deduct the outstanding loan balance from any amounts otherwise payable and in determining the amount available for annuitization.

The portion of any contract value used to pay off an outstanding loan balance will reduce the Voya LifePay Plus Base, Voya Joint LifePay Plus Base or Maximum Annual Withdrawal as applicable. We do not recommend the Voya LifePay Plus or Voya Joint LifePay Plus rider if loans are contemplated.

### Voting Rights

We will vote the shares of a fund owned by the separate account according to your instructions. However, if the 1940 Act or any related regulations should change, or if interpretations of it or related regulations should change, and we decide that we are permitted to vote the shares of a fund in our own right, we may decide to do so.

We determine the number of shares that you have in a subaccount by dividing the contract’s contract value in that subaccount by the net asset value of one share of the fund in which a subaccount invests. We count fractional votes. We will determine the number of shares you can instruct us to vote 180 days or less before a fund shareholder meeting. We will ask you for voting instructions by mail at least 10 days before the meeting. If we do not receive your instructions in time, we will vote the shares in the same proportion as the instructions received from all contracts in that subaccount. We will also vote shares we hold in the separate account which are not attributable to contract owners in the same proportion.

### State Regulation

We are regulated by the Insurance Department of the State of Iowa. We are also subject to the insurance laws and regulations of all jurisdictions where we do business. The variable contract offered by this prospectus has been approved where required by those jurisdictions. We are required to submit annual statements of our operations, including financial statements, to the Insurance Departments of the various jurisdictions in which we do business to determine solvency and compliance with state insurance laws and regulations.

## Legal Proceedings

We are not aware of any pending legal proceedings that are likely to have a material adverse effect upon the Company's ability to meet its obligations under the contract, Directed Services LLC ability to distribute the contract or upon the separate account.

- **Litigation.** Notwithstanding the foregoing, the Company and/or Directed Services LLC, is a defendant in a number of litigation matters arising from the conduct of its business, both in the ordinary course and otherwise. In some of these matters, claimants seek to recover very large or indeterminate amounts, including compensatory, punitive, treble and exemplary damages. Certain claims are asserted as class actions. Modern pleading practice in the U.S. permits considerable variation in the assertion of monetary damages and other relief. The variability in pleading requirements and past experience demonstrates that the monetary and other relief that may be requested in a lawsuit or claim oftentimes bears little relevance to the merits or potential value of a claim.
- **Regulatory Matters.** As with other financial services companies, the Company and its affiliates, including Directed Services LLC, periodically receive informal and formal requests for information from various state and federal governmental agencies and self-regulatory organizations in connection with inquiries and investigations of the products and practices of the Company or the financial services industry. It is the practice of the Company to cooperate fully in these matters. Regulatory investigations, exams, inquiries and audits could result in regulatory action against the Company or subject the Company to settlement payments, fines, penalties and other financial consequences, as well as changes to the Company's policies and procedures.

The outcome of a litigation or regulatory matter and the amount or range of potential loss is difficult to forecast and estimating potential losses requires significant management judgment. It is not possible to predict the ultimate outcome for all pending litigation and regulatory matters and given the large and indeterminate amounts sought and the inherent unpredictability of such matters, it is possible that an adverse outcome in certain litigation or regulatory matters could, from time to time, have a material adverse effect upon the Company's results of operations or cash flows in a particular quarterly or annual period.

## FEDERAL TAX CONSIDERATIONS

### *Introduction*

The contract described in this prospectus is designed to be treated as an annuity for U.S. federal income tax purposes. This section discusses our understanding of current federal income tax laws affecting the contract. The U.S. federal income tax treatment of the contract is complex and sometimes uncertain. You should keep the following in mind when reading this section:

- Your tax position (or the tax position of the designated beneficiary, as applicable) determines the federal taxation of amounts held or paid out under the contract;
- Tax laws change. It is possible that a change in the future could affect contracts issued in the past, including the contract described in this prospectus;
- This section addresses some, but not all, applicable federal income tax rules and does not discuss federal estate and gift tax implications, state and local taxes, or any other tax provisions;
- We do not make any guarantee about the tax treatment of the contract or transactions involving the contract; and
- No assurance can be given that the IRS would not assert, or that a court would not sustain, a position contrary to any of those set forth below.

When consulting a tax and/or legal adviser, be certain that he or she has expertise with respect to the provisions of the Internal Revenue Code of 1986, as amended, (the "Tax Code") that apply to your tax concerns.

**We do not intend this information to be tax advice. No attempt is made to provide more than a general summary of information about the use of the contract with non-tax qualified and tax-qualified retirement arrangements, and the Tax Code may contain other restrictions and conditions that are not included in this summary. You should consult with a tax and/or legal adviser for advice about the effect of federal income tax laws, state laws or any other tax laws affecting the contract or any transactions involving the contract.**

### **Types of Contracts: Nonqualified or Qualified**

The contract described in this prospectus is available for purchase on a non-tax-qualified basis (“nonqualified contracts”) or purchased on a tax-qualified basis (“qualified contracts”).

**Nonqualified Contracts.** Nonqualified contracts do not receive the same tax benefits as are afforded to contracts funding qualified plans. You may deduct the amount of your premium payments to a nonqualified contract. Rather, nonqualified contracts are purchased with after tax contributions to save money, generally for retirement, with the right to receive income phase payments for either a specified period of time or over a lifetime.

**Qualified Contracts.** Qualified contracts are designed for use by individuals and/or employers whose premium payments are comprised solely of proceeds from and/or contributions under retirement plans or programs that are intended to qualify as plans or programs entitled to special favorable income tax treatment under Sections 403(b), 408, or 408A of the Tax Code.

**Roth Accounts.** Tax Code Section 402A allows employees of certain private employers offering 401(k) plans to contribute after-tax salary contributions to a Roth 401(k) account. Roth accounts provide for tax-free distributions, subject to certain conditions and restrictions. If permitted by us and under the plan for which the contract is issued, we will set up one or more accounts for you under the contract for Roth after-tax contributions and the portion of any transfer or rollover attributable to such amounts.

### ***Taxation of Nonqualified Contracts***

#### **Taxation of Gains Prior to Distribution or Income Phase Starting Date**

**General.** Tax Code Section 72 governs the federal income taxation of annuities in general. We believe that if you are a natural person (in other words, an individual), you will generally not be taxed on increases in the value of a nonqualified contract until a distribution occurs or until income phase payments begin. This assumes that the contract will qualify as an annuity contract for federal income tax purposes. For these purposes, the agreement to assign or pledge any portion of the contract value will be treated as a distribution. In order to be eligible to receive deferral of taxation the following requirements must be satisfied:

- **Diversification.** Tax Code Section 817(h) requires that in a nonqualified contract the investments of the funds “adequately diversified” in accordance with Treasury Regulations in order for the contract to qualify as an annuity contract under federal tax law. The separate account, through the funds, intends to comply with the diversification requirements prescribed by Tax Code Section 817(h) and by Treasury Regulations. Sec. 1.817-5, which affect how the funds’ assets may be invested. If it is determined, however, that your contract does not satisfy the applicable diversification regulations and rulings because a subaccount’s corresponding fund fails to be adequately diversified for whatever reason, we will take appropriate steps to bring your contract into compliance with such regulations and rulings, and we reserve the right to modify your contract as necessary to do so;
- **Investor Control.** Although earnings under nonqualified annuity contracts are generally not taxed until withdrawn, the IRS has stated in published rulings that a variable contract owner will be considered the owner of separate account assets if the contract owner possesses incidents of investment control over the assets. In these circumstances, income and gains from the separate account assets would be currently includible in the variable contract owner’s gross income. Future guidance regarding the extent to which contract owners could direct their investments among subaccounts without being treated as owners of the underlying assets of the separate account may adversely affect the tax treatment of existing contracts. The Company therefore reserves the right to modify the contract as necessary to attempt to prevent the contract owner from being considered the federal tax owner of a pro-rata share of the assets of the separate account;
- **Required Distributions.** In order to be treated as an annuity contract for federal income tax purposes, the Tax Code requires any nonqualified contract to contain certain provisions specifying how your interest in the contract will be distributed in the event of your death. The nonqualified contracts contain provisions that are intended to comply with these Tax Code requirements, although no regulations interpreting these requirements have yet been issued. When such requirements are clarified by regulation or otherwise, we intend to review such distribution provisions and modify them if necessary to assure that they comply with the applicable requirements;

- **Non-Natural Owners of a Nonqualified Contract.** If the owner of the contract is not a natural person, (in other words, is not an individual), a nonqualified contract generally is not treated as an annuity for federal income tax purposes and the income on the contract for the taxable year is currently taxable as ordinary income. Income on the contract is any increase in the contract value over the “investment in the contract” (generally, the premium payments or other consideration you paid for the contract less any nontaxable withdrawals) during the taxable year. There are some exceptions to this rule and a non-natural person should consult with a tax and/or legal adviser before purchasing the contract. When the contract owner is not a natural person, a change in the annuitant is treated as the death of the contract owner; and
- **Delayed Income Phase Starting Date.** If the contract’s income phase start date occurs (or is scheduled to occur) at a time when the annuitant has reached an advanced age (e.g., age 95), it is possible that the contract would not be treated as an annuity for federal income tax purposes. In that event, the income and gains under the contract could be currently includible in your income.

## Taxation of Distributions

**General.** When a withdrawal from a nonqualified contract occurs before the contract’s income phase starting date, the amount received will be treated as ordinary income subject to tax up to an amount equal to the excess (if any) of the contract value (unreduced by the amount of any surrender charge) immediately before the distribution over the contract owner’s investment in the contract at that time. Investment in the contract is generally equal to the amount of all premium payments to the contract, plus amounts previously included in your gross income as the result of certain loans, assignments or gifts, less the aggregate amount of non-taxable distributions previously made.

In the case of a surrender under a nonqualified contract, the amount received generally will be taxable only to the extent it exceeds the contract owner’s investment in the contract (cost basis).

**10% Penalty.** A distribution from a nonqualified contract may be subject to a penalty equal to 10% of the amount treated as income. In general, however, there is no penalty on distributions:

- Made on or after the taxpayer reaches age 59½;
- Made on or after the death of a contract owner (the annuitant if the contract owner is a non-natural person);
- Attributable to the taxpayer’s becoming disabled as defined in the Tax Code;
- Made as part of a series of substantially equal periodic payments (at least annually) over your life or life expectancy or the joint lives or joint life expectancies of you and your designated beneficiary; or
- The distribution is allocable to investment in the contract before August 14, 1982.

The 10% penalty does not apply to distributions from an immediate annuity as defined in the Tax Code. Other exceptions may be applicable under certain circumstances and special rules may be applicable in connection with the exceptions enumerated above. A tax and/or legal adviser should be consulted with regard to exceptions from the penalty tax.

**Tax-Free Exchanges.** Section 1035 of the Tax Code permits the exchange of a life insurance, endowment or annuity contract for an annuity contract on a tax-free basis. In such instance the “investment in the contract” in the old contract will carry over to the new contract. You should consult with a tax and/or legal adviser regarding procedures for making Section 1035 exchanges.

If your contract is purchased through a tax-free exchange of a life insurance, endowment or annuity contract that was purchased prior to August 14, 1982, then any distributions other than income phase payments will be treated, for tax purposes, as coming:

- First, from any remaining “investment in the contract” made prior to August 14, 1982 and exchanged into the contract;
- Next, from any “income on the contract” attributable to the investment made prior to August 14, 1982;
- Then, from any remaining “income on the contract;” and
- Lastly, from any remaining “investment in the contract.”

In certain instances, the partial exchange of a portion of one annuity contract for another contract is a tax-free exchange. Pursuant to IRS guidance, receipt of partial withdrawals or surrenders from either the original contract or the new contract during the 180 day period beginning on the date of the partial exchange may retroactively negate the partial exchange. If the partial exchange is retroactively negated, the partial withdrawal or surrender of the original contract will be treated as a withdrawal, taxable as ordinary income to the extent of gain in the original contract and, if the partial exchange occurred prior to you reaching age 59½, may be subject to an additional 10% penalty. We are not responsible for the manner in which any other insurance company, for tax reporting purposes, or the IRS, with respect to the ultimate tax treatment, recognizes or reports a partial exchange. We strongly advise you to discuss any proposed 1035 exchange or subsequent distribution within 180 days of a partial exchange with your tax and/or legal adviser prior to proceeding with the transaction.

**Taxation of Income Phase Payments.** Although tax consequences may vary depending upon the payment option elected under an annuity contract, a portion of each income phase payment is generally not taxed and the remainder is taxed as ordinary income. The non-taxable portion of an income phase payment is generally determined in a manner that is designed to allow you to recover your investment in the contract ratably on a tax-free basis over the expected stream of income phase payments, as determined when income phase payments start. Once your investment in the contract has been fully recovered, however, the full amount of each subsequent income phase payment is subject to tax as ordinary income.

Annuity contracts that are partially annuitized after December 31, 2010, are treated as separate contracts with their own income phase starting date and exclusion ratio. Specially, an exclusion ratio will be applied to any amount received as an income phase payment under a portion of the annuity, provided that income phase payments are made for a period of 10 years or more or for life. Please consult your tax and/or legal adviser before electing a partial annuitization.

**Death Benefits.** Amounts may be distributed from a contract because of your death or the death of the annuitant. Generally, such amounts are includible in the income of the recipient as follows:

- If distributed in a lump-sum, they are taxed in the same manner as a surrender of the contract; or
- If distributed under a payment option, they are taxed in the same way as income phase payments.

Special rules may apply to amounts distributed after a beneficiary has elected to maintain the contract value and receive payments.

Different distribution requirements apply if your death occurs:

- After you begin receiving income phase payments under the contract; or
- Before you begin receiving such distributions.

If your death occurs after you begin receiving income phase payments, distributions must be made at least as rapidly as under the method in effect at the time of your death.

If your death occurs before you begin receiving income phase payments, your entire balance must be distributed within five years after the date of your death. For example, if you die on September 1, 2015, your entire balance must be distributed by August 31, 2020. However, if distributions begin within one year of your death, then payments may be made over one of the following two timeframes:

- Over the life of the designated beneficiary; or
- Over a period not extending beyond the life expectancy of the designated beneficiary.

If the designated beneficiary is your spouse, the contract may be continued with the surviving spouse as the new contract owner. If the contract owner is a non-natural person and the primary annuitant dies, the same rules apply on the death of the primary annuitant as outlined above for death of a contract owner.

Some contracts offer a death benefit that may exceed the greater of the premium payments and the contract value. Certain charges are imposed with respect to these death benefits. It is possible that these charges (or some portion thereof) could be treated for federal tax purposes as a distribution from the contract.

**Assignments and Other Transfers.** A transfer, pledge or assignment of ownership of a nonqualified contract, the selection of certain annuity dates, or the designation of an annuitant or payee other than a contract owner may result in certain tax consequences to you that are not discussed herein. The assignment, pledge or agreement to assign or pledge any portion of the contract value will be treated as a distribution for federal income tax purposes. Anyone contemplating any such transfer, pledge, assignment, or designation or exchange, should consult a tax and/or legal adviser regarding the potential tax effects of such a transaction.

**Immediate Annuities.** Under Section 72 of the Tax Code, an immediate annuity means an annuity

- That is purchased with a single premium payment;
- With income phase payments starting within one year of the date of purchase; and
- That provides a series of substantially equal periodic payments made annually or more frequently.

While this contract is not designed as an immediate annuity, treatment as an immediate annuity would have significance with respect to exceptions from the 10% early withdrawal penalty, to contracts owned by non-natural persons, and for certain exchanges.

**Multiple Contracts.** Tax laws require that all nonqualified deferred annuity contracts that are issued by a company or its affiliates to the same contract owner during any calendar year be treated as one annuity contract for purposes of determining the amount includible in gross income under Tax Code Section 72(e). In addition, the Treasury Department has specific authority to issue regulations that prevent the avoidance of Tax Code Section 72(e) through the serial purchase of annuity contracts or otherwise.

**Withholding.** We will withhold and remit to the IRS a part of the taxable portion of each distribution made under a contract unless the distributee notifies us at or before the time of the distribution that he or she elects not to have any amounts withheld. Withholding is mandatory, however, if the distributee fails to provide a valid taxpayer identification number or if we are notified by the IRS that the taxpayer identification number we have on file is incorrect. The withholding rates applicable to the taxable portion of periodic income phase payments are the same as the withholding rates generally applicable to payments of wages. In addition, a 10% withholding rate applies to the taxable portion of any non-periodic payments. Regardless of whether you elect to have federal income tax withheld, you are still liable for payment of federal income tax on the taxable portion of the payment.

Certain states have indicated that state income tax withholding will also apply to payments from the contracts made to their residents. Generally, an election out of federal withholding will also be considered an election out of state withholding. In some states, you may elect out of state withholding, even if federal withholding applies. If you need more information concerning a particular state or any required forms, please contact Customer Service.

If you or your designated beneficiary is a non-resident alien, then any withholding is governed by Tax Code Section 1441 based on the individual's citizenship, the country of domicile and treaty status, and we may require additional documentation prior to processing any requested transaction.

### ***Taxation of Qualified Contracts***

#### **Eligible Retirement Plans and Programs.**

The contract may have been purchased with the following retirement plans and programs to accumulate retirement savings:

**403(b) Plans.** Prior to September 17, 2007, the contracts were available as tax-deferred annuities under Tax Code Section 403(b). Existing contracts issued as tax-deferred annuities under Tax Code Section 403(b) will continue to be maintained as such under the applicable rules and regulations. Section 403(b) of the Tax Code allows employees of certain Tax Code Section 501(c)(3) organizations and public schools to exclude from their gross income the premium payments made, within certain limits, to a contract that will provide an annuity for the employee's retirement.

**Individual Retirement Annuities (“IRA”) and Roth IRA.** Section 408 of the Tax Code permits eligible individuals to contribute to an individual retirement program known as an Individual Retirement Annuity (“IRA”). Certain employers may establish Simplified Employee Pension (“SEP”) or Savings Incentive Match Plan for Employees (“SIMPLE”) plans to provide IRA contributions on behalf of their employees.

**Special Considerations for IRAs.** IRAs are subject to limits on the amounts that can be contributed, the deductible amount of the contribution, the persons who may be eligible, and the time when distributions commence. Contributions to IRAs must be made in cash or as a rollover or a transfer from another eligible plan. Also, distributions from IRAs, individual retirement accounts, and other types of retirement plans may be “rolled over” on a tax-deferred basis into an IRA. Beginning in 2015, you will not be able to roll over any portion of an IRA distribution if you rolled over a distribution during the preceding 1-year period. However, the IRS has provided a transition rule for distributions in 2015. Specifically, a distribution occurring in 2014 that was rolled over is disregarded for this purpose if the 2015 distribution is from an IRA other than the IRA that made or received the 2014 distribution. Please note that this one rollover per year rule does not apply to: (1) the conversion of a traditional IRA to a Roth IRA, (2) a rollover to or from a qualified plan, or (3) a trustee-to-trustee transfer between IRAs. Please consult your own tax and/or legal adviser if you have additional questions about these rules.

Sales of the contract for use with IRAs may be subject to special requirements of the IRS. The IRS has not reviewed the contracts described in this prospectus for qualification as IRAs and has not addressed, in a ruling of general applicability, whether the contract’s death benefit provisions comply with IRS qualification requirements.

**Special Considerations for Roth IRAs.** Contributions to a Roth IRA are subject to limits on the amount of contributions and the persons who may be eligible to contribute, are not deductible, and must be made in cash or as a rollover or transfer from another Roth IRA or other IRA. Certain qualifying individuals may convert an IRA, SEP, or a SIMPLE to a Roth IRA. Such rollovers and conversions are subject to tax, and other special rules may apply. Beginning in 2015, you will not be able to roll over any portion of a Roth IRA distribution if you rolled over a distribution during the preceding 1-year period. However, the IRS has provided a transition rule for distributions in 2015. Specifically, a distribution occurring in 2014 that was rolled over is disregarded for this purpose if the 2015 distribution is from a Roth IRA other than the Roth IRA that made or received the 2014 distribution. Please note that this one rollover per year rule does not apply to: (1) the conversion of a traditional IRA to a Roth IRA, (2) a rollover to or from a qualified plan, or (3) a trustee-to-trustee transfer between Roth IRAs. Please consult your own tax and/or legal adviser if you have additional questions about these rules.

A 10% penalty may apply to amounts attributable to a conversion to a Roth IRA if the amounts are distributed during the five taxable years beginning with the year in which the conversion was made. Sales of a contract for use with a Roth IRA may be subject to special requirements of the IRS. The IRS has not reviewed the contracts described in this prospectus for qualification as Roth IRAs and has not addressed, in a ruling of general applicability, whether the contract’s death benefit provisions comply with IRS qualification requirements.

## **Taxation**

The tax rules applicable to qualified contracts vary according to the type of qualified contract and the specific terms and conditions of the qualified contract and the terms and conditions of the qualified plan or program. The ultimate effect of federal income taxes on the amounts held under a qualified contract, or on income phase (i.e., annuity) payments from a qualified contract, depends upon the type of qualified contract or program as well as your particular facts and circumstances. Special favorable tax treatment may be available for certain types of contributions and distributions. In addition, certain requirements must be satisfied in purchasing a qualified contract with proceeds from a tax-qualified plan or program in order to continue receiving favorable tax treatment.

Adverse tax consequences may result from:

- Contributions in excess of specified limits;
- Distributions before age 59½ (subject to certain exceptions);
- Distributions that do not conform to specified commencement and minimum distribution rules; and
- Other specified circumstances.

Some qualified plans and programs are subject to additional distribution or other requirements that are not incorporated into the contract described in this prospectus. No attempt is made to provide more than general information about the use of the contract with qualified plans and programs. Contract owners, annuitants, and beneficiaries are cautioned that the rights of any person to any benefit under these qualified plans and programs may be subject to the terms and conditions of the plan or program, regardless of the terms and conditions of the contract. The Company is not bound by the terms and conditions of such plans and programs to the extent such terms contradict the language of the contract, unless we consent in writing.

Contract owners and beneficiaries generally are responsible for determining that contributions, distributions and other transactions with respect to the contract comply with applicable law. **Therefore, you should seek tax and/or legal advice regarding the suitability of the contract for your particular situation.** The following discussion assumes that qualified contracts are purchased with proceeds from and/or contributions under retirement plans or programs that qualify for the intended special federal tax treatment.

**Tax Deferral.** Under federal tax laws, earnings on amounts held in annuity contracts are generally not taxed until they are withdrawn. However, in the case of a qualified plan (as described in this prospectus), an annuity contract is not necessary to obtain this favorable tax treatment and does not provide any tax benefits beyond the deferral already available to the qualified plan itself. Annuities do provide other features and benefits (such as the guaranteed death benefit or the option of lifetime income phase options at established rates) that may be valuable to you. You should discuss your alternatives with a qualified financial representative taking into account the additional fees and expenses you may incur in an annuity.

## **Contributions**

In order to be excludable from gross income for federal income tax purposes, total annual contributions to certain qualified plans and programs are limited by the Tax Code. We provide general information on these requirements for certain plans and programs below. You should consult with a tax and/or legal adviser in connection with contributions to a qualified contract.

**403(b) Plans.** The total annual contributions by you and your employer cannot exceed, generally, the lesser of 100% of your compensation or \$53,000 (as indexed for 2015). Compensation means your compensation for the year from the employer sponsoring the plan and includes any elective deferrals under Tax Code Section 402(g) and any amounts not includible in gross income under Tax Code Sections 125 or 457.

This limit applies to your contributions as well as to any contributions made by your employer on your behalf. An additional requirement limits your salary reduction contributions to a 403(b) plan to generally no more than \$18,000 (2015). Contribution limits are subject to annual adjustments for cost-of-living increases. Your own limit may be higher or lower, depending upon certain conditions.

**Catch-up Contributions.** Notwithstanding the contribution limits noted above, if permitted by the plan, a participant in a 403(b) plan who is at least age 50 by the end of the plan year may contribute an additional amount not to exceed the lesser of:

- \$6,000; or
- The participant's compensation for the year reduced by any other elective deferrals of the participant for the year.

## Distributions—General.

Certain tax rules apply to distributions from the contract. A distribution is any amount taken from a contract including withdrawals, income phase (i.e., annuity) payments, rollovers, exchanges and death benefit proceeds. We report the gross and taxable portions of all distributions to the IRS.

**403(b) Plans.** Distributions from these plans are taxed as received unless one of the following is true:

- The distribution is an eligible rollover distribution and is directly transferred to another plan eligible to receive rollovers or to a traditional IRA in accordance with the Tax Code;
- You made after-tax contributions to the plan. In this case, depending upon the type of distribution, the amount will be taxed according to the rules detailed in the Tax Code; or
- The distribution is a qualified health insurance premium of a retired public safety officer as defined in the Pension Protection Act of 2006.

Please note that rollover distribution of a pre-tax account is reported as a taxable contribution.

A distribution is an eligible rollover distribution unless it is:

- Part of a series of substantially equal periodic payments (at least one per year) made over the life expectancy of the participant or the joint life expectancy of the participant and his designated beneficiary or for a specified period of 10 years or more;
- A required minimum distribution under Tax Code Section 401(a)(9);
- A hardship withdrawal;
- Otherwise excludable from income; or
- Not recognized under applicable regulations as eligible for rollover.

**IRAs.** All distributions from an IRA are taxed as received unless either one of the following is true:

- The distribution is directly transferred to another IRA or to a plan eligible to receive rollovers as permitted under the Tax Code; or
- You made after-tax contributions to the IRA. In this case, the distribution will be taxed according to rules detailed in the Tax Code.

**10% Additional Tax.** The Tax Code imposes a 10% additional tax on the taxable portion of any distribution from a contract used with a 403(b) plan that is attributable to rollovers from qualified plans or IRA or Roth IRA unless certain exceptions, including one or more of the following, have occurred.

- You have attained age 59½;
- You have become disabled, as defined in the Tax Code;
- You have died and the distribution is to your beneficiary;
- You have separated from service with the plan sponsor at or after age 55;
- The distribution amount is rolled over into another eligible retirement plan or to a traditional IRA or Roth IRA in accordance with the terms of the Tax Code;
- You have separated from service with the plan sponsor and the distribution amount is made in substantially equal periodic payments (at least annually) over your life or the life expectancy or the joint lives or joint life expectancies of you and your designated beneficiary;
- The distribution is paid directly to the government in accordance with an IRS levy;
- The withdrawal amount is paid to an alternate payee under a Qualified Domestic Relations Order (QDRO); or
- The distribution is a qualified reservist distribution as defined under the Tax Code.

In addition, the 10% additional tax does not apply to the amount of a distribution equal to unreimbursed medical expenses incurred by you during the taxable year that qualify for deduction as specified in the Tax Code. The Tax Code may provide other exceptions or impose other penalty taxes in other circumstances.

**Qualified Distributions – Roth IRA.** A partial or full distribution of premium payments to a Roth IRA account and earnings credited on those premium payments will be excludible from income if it is a qualified distribution. A “qualified distribution” from a Roth IRA is defined as a distribution that meets the following two requirements:

- The distribution occurs after the five-year taxable period measured from the earlier of:
  - ▷ The first taxable year you made a designated Roth contribution to any designated Roth account established for you under the same applicable retirement plan as defined in Tax Code Section 402A;
  - ▷ If a rollover contribution was made from a designated Roth account previously established for you under another applicable retirement plan, the first taxable year for which you made a designated Roth contribution to such previously established account; or
  - ▷ The first taxable year in which you made an in-plan Roth rollover of non-Roth amounts under the same plan; AND
- The distribution occurs after you attain age 59½, die with payment being made to your beneficiary, or become disabled as defined in the Tax Code.

A distribution from a Roth account that is not a qualified distribution is includible in gross income under the Tax Code in proportion to your investment in the contract (basis) and earnings on the contract.

### **Distributions - Eligibility**

**403(b) Plans.** Distribution of certain salary reduction contributions and earnings on such contributions restricted under Tax Code Section 403(b)(11) may only occur upon:

- Death;
- Attainment of age 59½;
- Severance from employment;
- Disability;
- Financial hardship;
- Termination of the plan (assets must be distributed within one year); or
- Meeting other circumstances as allowed by federal law, regulations or rulings.

Such distributions remain subject to other applicable restrictions under the Tax Code.

Effective January 1, 2009, and for any contracts or participant accounts established on or after that date, 403(b) regulations prohibit the distribution of amounts attributable to employer contributions before the earlier of your severance from employment or prior to the occurrence of some event as provided under your employer’s plan, such as after a fixed number of years, the attainment of a stated age, or disability.

If the Company agrees to accept amounts exchanged from a Tax Code Section 403(b)(7) custodial account, such amounts will be subject to the withdrawal restrictions set forth in Tax Code Section 403(b)(7)(A)(ii).

### **Lifetime Required Minimum Distributions (403(b) Plans and IRAs)**

To avoid certain tax penalties, you and any designated beneficiary must also satisfy the minimum distribution rules set forth in the Tax Code. These rules may dictate the following:

- Start date for distributions;
- The time period in which all amounts in your contract(s) must be distributed; and
- Distribution amounts.

**Start Date.** Generally, under 403(b) plans, you must begin receiving distributions by April 1 of the calendar year following the calendar year in which you attain age 70½ or retire, whichever occurs later, unless the Company maintains separate records of amounts held as of December 31, 1986. In this case distribution of these amounts generally must begin by the end of the calendar year in which you attain age 75 or retire, if later. However, if you take any distributions in excess of the minimum required amount, then special rules require that the excess be distributed from the December 31, 1986 balance.

**Time Period.** We must pay out distributions from the contract over a period not extending beyond one of the following time periods:

- Over your life or the joint lives of you and your designated beneficiary; or
- Over a period not greater than your life expectancy or the joint life expectancies of you and your designated beneficiary.

**Distribution Amounts.** The amount of each required minimum distribution must be calculated in accordance with Tax Code Section 401(a)(9). The entire interest in the account includes the amount of any outstanding rollover, transfer, recharacterization, if applicable, and the actuarial present value of other benefits provided under the account, such as guaranteed death benefits.

**50% Excise Tax.** If you fail to receive the minimum required distribution for any tax year, a 50% excise tax may be imposed on the required amount that was not distributed.

Lifetime Required Minimum Distributions are not applicable to Roth IRAs during your lifetime. Further information regarding required minimum distributions may be found in your contract.

#### **Required Distributions Upon Death (Section 403(b), IRAs and Roth IRAs).**

Different distribution requirements apply after your death, depending upon if you have been receiving required minimum distributions. Further information regarding required distributions upon death may be found in your contract.

If your death occurs on or after the date you begin receiving minimum distributions under the contract, distributions generally must be made at least as rapidly as under the method in effect at the time of your death. Tax Code Section 401(a)(9) provides specific rules for calculating the minimum required distributions after your death.

If your death occurs before the date you begin receiving minimum distributions under the contract, your entire balance must be distributed by December 31 of the calendar year containing the fifth anniversary of the date of your death. For example, if you die on September 1, 2015, your entire balance must be distributed to the designated beneficiary by December 31, 2020. However, if distributions begin by December 31 of the calendar year following the calendar year of your death, and you have named a designated beneficiary, then payments may be made within one of the following timeframes:

- Over the life of the designated beneficiary; or
- Over a period not extending beyond the life expectancy of the designated beneficiary.

**Start Dates for Spousal Beneficiaries.** If the designated beneficiary is your spouse, distributions must begin on or before the later of the following:

- December 31 of the calendar year following the calendar year of your death; or
- December 31 of the calendar year in which you would have attained age 70½.

**No Designated Beneficiary.** If there is no designated beneficiary, the entire interest generally must be distributed by the end of the calendar containing the fifth anniversary of the contract owner's death.

**Special Rule for IRA Spousal Beneficiaries (IRAs and Roth IRAs Only).** In lieu of taking a distribution under these rules, if the sole designated beneficiary is the contract owner's surviving spouse, the spousal beneficiary may elect to treat the contract as his or her own IRA and defer taking a distribution until his or her own start date. The surviving spouse is deemed to have made such an election if the surviving spouse makes a rollover to or from the contract or fails to take a distribution within the required time period.

#### **Withholding**

Any taxable distributions under the contract are generally subject to withholding. Federal income tax withholding rates vary according to the type of distribution and the recipient's tax status.

**403(b) Plans.** Generally, eligible rollover distributions from 403(b) plans are subject to a mandatory 20% federal income tax withholding. However, mandatory withholding will not be required if you elect a direct rollover of the distributions to an eligible retirement plan or in the case of certain distributions described in the Tax Code.

**IRAs and Roth IRAs.** Generally, you or, if applicable, a designated beneficiary may elect not to have tax withheld from distributions.

**Non-Resident Aliens.** If you or your designated beneficiary is a non-resident alien, withholding will generally be 30% based on the individual's citizenship, the country of domicile and treaty status. We may require additional documentation prior to processing any requested distribution.

#### **Assignment and Other Transfers**

**403(b) Plans.** Adverse tax consequences to the plan and/or to you may result if your beneficial interest in the contract is assigned or transferred to persons other than:

- A plan participant as a means to provide benefit payments;
- An alternate payee under a QDRO in accordance with Tax Code Section 414(p);
- The Company as collateral for a loan; or
- The enforcement of a federal income tax lien or levy.

**IRAs and Roth IRAs.** The Tax Code does not allow a transfer or assignment of your rights under these contracts except in limited circumstances. Adverse tax consequences may result if you assign or transfer your interest in the contract to persons other than your spouse incident to a divorce. Anyone contemplating such an assignment or transfer should contact a tax and/or legal adviser regarding the potential tax effects of such a transaction.

#### ***Tax Consequences of Living Benefits and Enhanced Death Benefits***

**Living Benefits.** Except as otherwise noted below, when a full or partial withdrawal from a contract occurs under the Voya LifePay/Voya Joint LifePay riders or the Voya LifePay Plus/Voya Joint LifePay Plus riders, the amount received will be treated as ordinary income subject to tax up to an amount equal to the excess (if any) of the contract value (unreduced by the amount of any deferred sales charge) immediately before the distribution over the investment in the contract at that time.

Investment in the contract is generally equal to the amount of all contributions to the contract previously included in your gross income, plus amounts previously included in your gross income as the result of certain loans, assignments, or gifts, less the aggregate amount of non-taxable distributions previously made. The income on the contract for purposes of calculating the taxable amount of a distribution may be unclear. For example, the living benefits provided under the Voya LifePay/Voya Joint Life Pay riders or the Voya LifePay Plus/Voya Joint LifePay Plus riders, or the Minimum Guaranteed Income Benefit rider, as well as any applicable market value adjustment, could increase the contract value that applies. Thus, the income on the contract could be higher than the amount of income that would be determined without regard to such a benefit. As a result, you could have higher amounts of income than will be reported to you. In addition, payments under any guaranteed payment phase of such riders may be subject to the exclusion ratio rules under Tax Code Section 72(b) for tax purposes. Please consult your tax and/or legal adviser about the tax consequences of living benefits.

Payments of the Maximum Annual Withdrawal pursuant to the Income Optimizer under the Voya LifePay Plus or Voya Joint LifePay Plus rider are designed to be treated as income phase payments for withholding and tax reporting purposes. A portion of each income phase payment is generally not taxed and the remainder is taxed as ordinary income. The non-taxable portion of an income phase payment is generally determined in a manner that is designated to allow you to recover your investment in the contract ratably on a tax-free basis over the expected stream of income phase payments, as determined when your payments of the Maximum Annual Withdrawal pursuant to the Income Optimizer start. Any withdrawals in addition to the Maximum Annual Withdrawal payments you are receiving pursuant to the Income Optimizer constitute Excess Withdrawals under the Voya LifePay Plus or Voya Joint LifePay Plus rider, causing a pro-rata reduction of the Voya LifePay Plus Base and Maximum Annual Withdrawal. This reduction will result in a proportional reduction of the non-taxable portion of your future Maximum Annual Withdrawal payments. Once your investment in the contract has been fully recovered, the full amount of each of your future Maximum Annual Withdrawal payments would be subject to tax as ordinary income.

**Enhanced Death Benefits.** The contract offers a death benefit that may exceed the greater of premium payments and the contract value. It is possible that the IRS could characterize such a death benefit as other than an incidental death benefit, which may result in currently taxable income and could affect the amount of required minimum distributions. Additionally, because certain charges are imposed with respect to some of the available death benefits it is possible those charges (or some portion thereof) could be treated for federal tax purposes as a distribution from the contract. Please consult your tax and/or legal adviser about the tax consequences of enhanced death benefits.

### **Same-Sex Marriages.**

Before June 26, 2013, pursuant to Section 3 of the federal Defense of Marriage Act (“DOMA”), same-sex marriages were not recognized for purposes of federal law. On that date the U.S. Supreme Court held in United States v. Windsor that Section 3 of DOMA is unconstitutional. While valid same-sex marriages are now recognized under federal law and the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Tax Code sections 72(s) and 401(a)(9) are now available to same-sex spouses, there are still unanswered questions regarding the scope and impact of the Windsor decision at a state tax level. Consequently, if you are married to a same-sex spouse you should contact a tax and/or legal adviser regarding spousal rights and benefits under the contract described in this prospectus and your particular tax situation.

### ***Possible Changes in Taxation***

Although the likelihood of changes in tax legislation, regulation, rulings and other interpretation thereof is uncertain, there is always the possibility that the tax treatment of the contracts could change by legislation or other means. It is also possible that any change could be retroactive (that is, effective before the date of the change). You should consult a tax and/or legal adviser with respect to legislative developments and their effect on the contract.

### ***Taxation of the Company***

We are taxed as a life insurance company under the Tax Code. The separate account is not a separate entity from us. Therefore, it is not taxed separately as a “regulated investment company,” but is taxed as part of the Company.

We automatically apply investment income and capital gains attributable to the separate account to increase reserves under the contracts. Because of this, under existing federal tax law we believe that any such income and gains will not be taxed to the extent that such income and gains are applied to increase reserves under the contracts. In addition, any foreign tax credits attributable to the separate account will be first used to reduce any income taxes imposed on the separate account before being used by the Company.

In summary, we do not expect that we will incur any federal income tax liability attributable to the separate account, and we do not intend to make any provision for such taxes. However, changes in federal tax laws and/or their interpretation thereof may result in our being taxed on income or gains attributable to the separate account. In this case, we may impose a charge against the separate account (with respect to some or all of the contracts) to set aside provisions to pay such taxes. We may deduct this amount from the separate account, including from your contract value invested in the subaccounts.

## STATEMENT OF ADDITIONAL INFORMATION

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Safekeeping of Assets  
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Financial Statements of Voya Insurance and Annuity Company

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*Please tear off, complete and return the form below to order a free Statement of Additional Information for the contracts offered under the prospectus, free of charge. Address the form to our Customer Service; the address is shown on the prospectus cover.*

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PLEASE SEND ME:

☐ **A FREE COPY OF THE STATEMENT OF ADDITIONAL INFORMATION FOR  
SEPARATE ACCOUNT B.**

Please Print or Type:

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Social Security Number**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, Zip**

05/01/15

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# APPENDIX A

## CONDENSED FINANCIAL INFORMATION

Except for subaccounts which did not commence operations as of December 31, 2014, the following tables give (1) the accumulation unit value ("AUV") at the beginning of the period, (2) the AUV at the end of the period and (3) the total number of accumulation units outstanding at the end of the period for each subaccount of Separate Account B available under the Contract for the indicated periods. For those subaccounts that commenced operations during the period ended December 31, 2014, the "Value at beginning of period" shown is the value at first date of investment. Fund name changes after December 31, 2014 are not reflected in the following information.

### Separate Account Annual Charges of 0.75%

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>FIDELITY® VIP EQUITY-INCOME PORTFOLIO (SERVICE CLASS 2)</b>										
Value at beginning of period	\$17.36	\$13.68	\$11.78	\$11.79	\$10.34	\$8.02	\$14.13	\$14.06	\$11.81	\$11.27
Value at end of period	\$18.69	\$17.36	\$13.68	\$11.78	\$11.79	\$10.34	\$8.02	\$14.13	\$14.06	\$11.81
Number of accumulation units outstanding at end of period	78,140	86,170	100,849	136,056	171,552	237,955	289,513	344,699	382,560	339,023
<b>FRANKLIN SMALL CAP VALUE VIP FUND (CLASS 2)</b>										
Value at beginning of period	\$28.93	\$21.40	\$18.21	\$19.07	\$14.98	\$11.69	\$17.58	\$18.15	\$15.63	\$14.48
Value at end of period	\$28.88	\$28.93	\$21.40	\$18.21	\$19.07	\$14.98	\$17.58	\$18.15	\$15.63	\$14.48
Number of accumulation units outstanding at end of period	20,211	24,214	26,990	33,464	39,346	57,030	65,436	87,893	115,207	65,724
<b>OPPENHEIMER MAIN STREET SMALL CAP FUND®/N/A (SERVICE SHARES)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$30.48	\$21.84	\$18.70	\$19.30	\$15.80	\$11.63	\$18.90	\$19.32	\$16.97	\$16.32
Value at end of period	\$33.78	\$30.48	\$21.84	\$18.70	\$19.30	\$15.80	\$18.90	\$19.32	\$16.97	\$16.32
Number of accumulation units outstanding at end of period	14,974	14,819	16,293	21,876	29,817	28,556	26,846	25,199	20,003	2,471
<b>PIMCO VIT REAL RETURN PORTFOLIO (ADMINISTRATIVE CLASS)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$13.83	\$15.35	\$14.22	\$12.83	\$11.96	\$10.18	\$11.03	\$10.06	\$10.05	\$10.01
Value at end of period	\$14.15	\$13.83	\$15.35	\$14.22	\$12.83	\$11.96	\$11.03	\$10.06	\$10.05	\$10.01
Number of accumulation units outstanding at end of period	84,709	89,246	130,921	143,636	192,949	176,124	179,788	64,973	52,652	18,256
<b>PIONEER EQUITY INCOME VCT PORTFOLIO (CLASS II)</b>										
Value at beginning of period	\$19.83	\$15.51	\$14.21	\$13.53	\$11.44	\$10.12	\$14.66	\$14.69	\$12.12	\$11.58
Value at end of period	\$22.19	\$19.83	\$15.51	\$14.21	\$13.53	\$11.44	\$14.66	\$14.69	\$12.12	\$11.58
Number of accumulation units outstanding at end of period	48,368	69,332	89,009	99,762	114,858	148,657	216,782	232,135	216,456	134,598
<b>VOYA AGGREGATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.49	\$16.94	\$15.82	\$15.44	\$14.46	\$12.94	\$13.06	\$12.03	\$11.65	\$11.50
Value at end of period	\$17.22	\$16.49	\$15.82	\$15.44	\$14.46	\$12.94	\$13.06	\$12.03	\$11.65	\$11.50
Number of accumulation units outstanding at end of period	49,730	57,164	59,673	76,398	111,400	153,921	178,495	130,180	126,334	135,399
<b>VOYA BALANCED PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$17.37	\$15.04	\$13.35	\$13.67	\$12.11	\$10.25	\$14.41	\$13.78	\$12.67	\$12.27
Value at end of period	\$18.27	\$17.37	\$15.04	\$13.67	\$12.11	\$10.25	\$14.41	\$13.78	\$12.67	\$12.27
Number of accumulation units outstanding at end of period	23,915	25,827	26,937	38,523	46,496	52,052	54,572	71,174	112,784	103,794
<b>VOYA GLOBAL BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$14.11	\$14.85	\$13.90	\$13.53	\$11.80	\$9.80	\$11.72	\$10.87	\$10.12	\$10.01
Value at end of period	\$14.03	\$14.11	\$13.90	\$13.53	\$11.80	\$9.80	\$11.72	\$10.87	\$10.12	\$10.01
Number of accumulation units outstanding at end of period	85,533	111,141	140,638	162,288	174,637	210,339	279,774	256,666	158,225	129,252
<b>VOYA GLOBAL VALUE ADVANTAGE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2008)										
Value at beginning of period	\$10.19	\$9.03	\$7.91	\$8.29	\$7.89	\$6.12	\$9.74			
Value at end of period	\$10.60	\$10.19	\$9.03	\$7.91	\$8.29	\$7.89	\$9.74			
Number of accumulation units outstanding at end of period	11,861	12,527	16,236	12,793	25,923	30,957	39,611			

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during January 2011)										
Value at beginning of period	\$14.22	\$11.01	\$9.63	\$9.99						
Value at end of period	\$15.55	\$14.22	\$9.63	\$11.01						
Number of accumulation units outstanding at end of period	77,345	102,617	115,512	125,835						
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$22.06	\$17.05	\$14.88	\$15.07	\$13.34	\$10.33	\$16.75	\$15.75	\$13.95	\$13.02
Value at end of period	\$24.18	\$22.06	\$17.05	\$14.88	\$15.07	\$13.34	\$10.33	\$16.75	\$15.75	\$13.95
Number of accumulation units outstanding at end of period	108,006	137,934	134,881	155,077	219,594	255,790	251,002	145,542	150,140	110,132
<b>VOYA HIGH YIELD PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2005)										
Value at beginning of period	\$18.52	\$17.67	\$15.61	\$15.06	\$13.28	\$8.96	\$11.65	\$11.41	\$10.56	\$10.20
Value at end of period	\$18.60	\$18.52	\$17.67	\$15.61	\$15.06	\$13.28	\$8.96	\$11.65	\$11.41	\$10.56
Number of accumulation units outstanding at end of period	47,274	68,577	69,121	77,752	90,231	112,327	113,336	177,314	195,700	67,117
<b>VOYA INDEX PLUS LARGE CAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$15.51	\$11.78	\$10.40	\$10.51	\$9.32	\$7.64	\$12.29	\$11.82	\$10.42	\$9.99
Value at end of period	\$17.48	\$15.51	\$11.78	\$10.40	\$10.51	\$9.32	\$7.64	\$12.29	\$11.82	\$10.42
Number of accumulation units outstanding at end of period	144,925	163,421	190,938	229,366	288,640	342,764	441,507	589,242	706,796	699,498
<b>VOYA INDEX PLUS MIDCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$24.06	\$18.06	\$15.50	\$15.84	\$13.12	\$10.06	\$16.28	\$15.58	\$14.39	\$13.08
Value at end of period	\$26.10	\$24.06	\$18.06	\$15.50	\$15.84	\$13.12	\$10.06	\$16.28	\$15.58	\$14.39
Number of accumulation units outstanding at end of period	65,801	82,606	94,329	113,984	171,023	203,064	233,142	296,035	390,173	317,559
<b>VOYA INDEX PLUS SMALLCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$24.12	\$17.08	\$15.34	\$15.61	\$12.84	\$10.39	\$15.79	\$17.01	\$15.10	\$14.17
Value at end of period	\$25.19	\$24.12	\$17.08	\$15.34	\$15.61	\$12.84	\$10.39	\$15.79	\$17.01	\$15.10
Number of accumulation units outstanding at end of period	43,490	52,723	59,960	72,275	86,983	98,259	112,142	142,060	190,380	158,913
<b>VOYA INTERMEDIATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.00	\$16.18	\$14.94	\$14.03	\$12.91	\$11.69	\$12.89	\$12.29	\$11.93	\$11.68
Value at end of period	\$16.91	\$16.00	\$16.18	\$14.94	\$14.03	\$12.91	\$11.69	\$12.89	\$12.29	\$11.93
Number of accumulation units outstanding at end of period	365,497	269,918	317,834	331,651	336,344	398,903	451,149	423,111	453,380	207,458
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during March 2014)										
Value at beginning of period	\$10.20									
Value at end of period	\$9.76									
Number of accumulation units outstanding at end of period	133,465									
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2009)										
Value at beginning of period	\$18.35	\$15.27	\$12.98	\$14.94	\$13.99	\$12.88				
Value at end of period	\$17.09	\$18.35	\$15.27	\$12.98	\$14.94	\$13.99				
Number of accumulation units outstanding at end of period	12,830	15,010	16,079	24,072	27,912	39,192				
<b>VOYA INTERNATIONAL VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$17.13	\$14.28	\$12.09	\$14.32	\$14.10	\$11.26	\$19.67	\$17.53	\$13.71	\$12.67
Value at end of period	\$16.12	\$17.13	\$14.28	\$12.09	\$14.32	\$14.10	\$11.26	\$19.67	\$17.53	\$13.71
Number of accumulation units outstanding at end of period	43,211	49,871	52,274	62,901	86,396	110,733	132,343	164,410	147,019	92,086
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during June 2012)										
Value at beginning of period	\$13.41	\$10.37	\$9.64							
Value at end of period	\$15.04	\$13.41	\$10.37							
Number of accumulation units outstanding at end of period	112,010	128,843	166,260							

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS D)</b>										
(Funds were first received in this option during July 2014)										
Value at beginning of period	\$10.04									
Value at end of period	\$10.69									
Number of accumulation units outstanding at end of period	4,437									
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$23.36	\$18.02	\$15.41	\$15.18	\$13.39	\$9.47	\$13.17	\$11.89	\$11.34	\$11.05
Value at end of period	\$26.28	\$23.36	\$18.02	\$15.41	\$15.18	\$13.39	\$9.47	\$13.17	\$11.34	\$11.34
Number of accumulation units outstanding at end of period	236,922	283,806	12,140	14,773	13,527	6,599	1,056	1,063	3,613	4,478
<b>VOYA LARGE CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2013)										
Value at beginning of period	\$11.09	\$10.10								
Value at end of period	\$12.08	\$11.09								
Number of accumulation units outstanding at end of period	83,496	48,434								
<b>VOYA LIQUID ASSETS PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$18.84	\$18.98	\$19.12	\$19.26	\$19.41	\$19.49	\$19.17	\$18.40	\$17.72	\$17.37
Value at end of period	\$18.70	\$18.84	\$18.98	\$19.12	\$19.26	\$19.41	\$19.49	\$19.17	\$18.40	\$17.72
Number of accumulation units outstanding at end of period	81,713	88,419	57,604	81,828	94,945	162,062	269,683	298,024	153,120	34,025
<b>VOYA MIDCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$25.57	\$19.57	\$17.31	\$17.58	\$13.63	\$9.73	\$15.75	\$12.65	\$11.84	\$10.83
Value at end of period	\$27.55	\$25.57	\$19.57	\$17.31	\$17.58	\$13.63	\$9.73	\$12.65	\$11.84	\$11.84
Number of accumulation units outstanding at end of period	37,763	54,949	58,866	59,372	54,180	54,439	56,383	35,218	38,945	34,310
<b>VOYA MULTI-MANAGER LARGE CAP CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$16.41	\$12.69	\$11.59	\$12.23	\$10.64	\$8.63	\$13.33	\$12.78	\$11.03	\$10.74
Value at end of period	\$18.72	\$16.41	\$12.69	\$11.59	\$12.23	\$10.64	\$8.63	\$13.33	\$12.78	\$11.03
Number of accumulation units outstanding at end of period	9,030	10,589	9,335	19,347	21,714	28,870	30,070	38,535	47,686	40,290
<b>VOYA RUSSELL™ LARGE CAP GROWTH INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2009)										
Value at beginning of period	\$21.76	\$16.65	\$14.68	\$14.23	\$12.75	\$10.86				
Value at end of period	\$24.35	\$21.76	\$16.65	\$14.68	\$14.23	\$12.75				
Number of accumulation units outstanding at end of period	64,699	69,965	71,337	79,060	85,980	86,925				
<b>VOYA SMALLCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$15.91	\$11.55	\$10.13	\$10.15	\$7.74	\$5.97	\$9.20	\$8.44	\$7.57	\$7.00
Value at end of period	\$16.63	\$15.91	\$11.55	\$10.13	\$10.15	\$7.74	\$5.97	\$9.20	\$8.44	\$7.57
Number of accumulation units outstanding at end of period	31,150	45,047	53,719	51,357	38,934	44,210	32,671	27,152	33,355	25,336
<b>VOYA SMALL COMPANY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$24.46	\$17.94	\$15.82	\$16.38	\$13.31	\$10.54	\$15.44	\$14.72	\$12.78	\$11.70
Value at end of period	\$25.80	\$24.46	\$17.94	\$15.82	\$16.38	\$13.31	\$10.54	\$14.72	\$12.78	\$11.70
Number of accumulation units outstanding at end of period	15,562	19,870	24,670	27,837	38,261	42,897	38,103	37,156	43,693	39,462
<b>VOYA SOLUTION 2015 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$14.05	\$12.97	\$11.73	\$11.90	\$10.78	\$8.88	\$12.23	\$11.78	\$10.72	\$10.51
Value at end of period	\$14.75	\$14.05	\$12.97	\$11.73	\$11.90	\$10.78	\$8.88	\$12.23	\$11.78	\$10.72
Number of accumulation units outstanding at end of period	45,032	45,672	38,971	42,405	49,976	52,848	50,657	53,038	82,464	3,654
<b>VOYA SOLUTION 2025 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$14.69	\$12.73	\$11.30	\$11.75	\$10.41	\$8.34	\$12.70	\$12.23	\$10.94	\$10.61
Value at end of period	\$15.40	\$14.69	\$12.73	\$11.30	\$11.75	\$10.41	\$8.34	\$12.70	\$12.23	\$10.94
Number of accumulation units outstanding at end of period	9,724	9,774	9,855	34,943	78,104	91,149	76,492	64,247	52,414	4,318

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA SOLUTION 2035 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$15.38	\$12.87	\$11.27	\$11.90	\$10.47	\$8.22	\$13.14	\$12.58	\$11.10	\$10.75
Value at end of period	\$16.13	\$15.38	\$12.87	\$11.27	\$11.90	\$10.47	\$8.22	\$13.14	\$12.58	\$11.10
Number of accumulation units outstanding at end of period	25,123	25,299	18,350	6,919	7,842	7,998	7,966	9,762	24,237	1,474
<b>VOYA SOLUTION 2045 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2006)										
Value at beginning of period	\$15.76	\$12.86	\$11.23	\$11.92	\$10.43	\$8.10	\$13.56	\$12.92	\$12.16	
Value at end of period	\$16.60	\$15.76	\$12.86	\$11.23	\$11.92	\$10.43	\$8.10	\$13.56	\$12.92	
Number of accumulation units outstanding at end of period	1,634	1,734	1,855	2,128	2,447	8,777	8,597	8,606	1,606	
<b>VOYA SOLUTION INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2006)										
Value at beginning of period	\$13.87	\$13.07	\$11.99	\$12.04	\$11.07	\$9.52	\$11.50	\$11.02	\$10.39	
Value at end of period	\$14.56	\$13.87	\$13.07	\$11.99	\$12.04	\$11.07	\$9.52	\$11.50	\$11.02	
Number of accumulation units outstanding at end of period	13,914	23,828	11,635	10,407	12,960	19,233	25,260	52,437	16,951	
<b>VOYA STRATEGIC ALLOCATION CONSERVATIVE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$18.26	\$16.46	\$14.81	\$14.69	\$13.35	\$11.42	\$15.12	\$14.44	\$13.45	\$13.27
Value at end of period	\$19.28	\$18.26	\$16.46	\$14.81	\$14.69	\$13.35	\$11.42	\$15.12	\$14.44	\$13.45
Number of accumulation units outstanding at end of period	8,727	13,059	5,205	6,083	10,613	14,295	23,209	28,152	20,424	3,111
<b>VOYA STRATEGIC ALLOCATION GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$21.16	\$17.46	\$15.33	\$15.95	\$14.25	\$11.49	\$18.15	\$17.46	\$15.58	\$14.79
Value at end of period	\$22.31	\$21.16	\$17.46	\$15.33	\$15.95	\$14.25	\$11.49	\$18.15	\$17.46	\$15.58
Number of accumulation units outstanding at end of period	1,793	1,793	3,524	3,671	4,460	5,210	9,650	10,802	10,153	883
<b>VOYA STRATEGIC ALLOCATION MODERATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$19.57	\$16.96	\$15.07	\$15.32	\$13.81	\$11.46	\$16.63	\$15.92	\$14.48	\$14.24
Value at end of period	\$20.69	\$19.57	\$16.96	\$15.07	\$15.32	\$13.81	\$11.46	\$16.63	\$15.92	\$14.48
Number of accumulation units outstanding at end of period	4,911	5,667	5,834	7,192	7,584	9,881	14,697	16,838	14,341	351
<b>VOYA U.S. BOND INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$11.88	\$12.32	\$11.98	\$11.29	\$10.74	\$10.25	\$10.02			
Value at end of period	\$12.44	\$11.88	\$12.32	\$11.98	\$11.29	\$10.74	\$10.25			
Number of accumulation units outstanding at end of period	49,877	46,297	23,881	42,397	38,596	34,189	13,014			
<b>VY@AMERICAN CENTURY SMALL-MID CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2009)										
Value at beginning of period	\$26.71	\$20.48	\$17.74	\$18.45	\$15.24	\$11.32	\$15.53	\$16.11	\$14.06	\$13.14
Value at end of period	\$29.81	\$26.71	\$20.48	\$17.74	\$18.45	\$15.24	\$11.32	\$16.11	\$14.06	\$13.14
Number of accumulation units outstanding at end of period	5,544	6,184	5,792	7,426	8,960	6,584	3,223	3,944	11,558	10,939
<b>VY@BARON GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2009)										
Value at beginning of period	\$30.70	\$22.28	\$18.76	\$18.49	\$14.72	\$10.97	\$18.82	\$17.87	\$15.62	\$14.66
Value at end of period	\$31.79	\$30.70	\$22.28	\$18.76	\$18.49	\$14.72	\$10.97	\$17.87	\$15.62	\$14.66
Number of accumulation units outstanding at end of period	25,471	31,458	37,076	41,598	56,814	69,799	79,256	109,066	136,753	86,471
<b>VY@BLACKROCK INFLATION PROTECTED BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2009)										
Value at beginning of period	\$11.84	\$13.07	\$12.38	\$11.14	\$10.64	\$10.08				
Value at end of period	\$12.05	\$11.84	\$13.07	\$12.38	\$11.14	\$10.64				
Number of accumulation units outstanding at end of period	32,916	57,052	98,373	105,289	83,885	14,951				

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY@ CLARION GLOBAL REAL ESTATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$10.52	\$10.22	\$8.19	\$8.72	\$7.57	\$5.72	\$9.90			
Value at end of period	\$11.88	\$10.52	\$10.22	\$8.19	\$8.72	\$7.57	\$5.72			
Number of accumulation units outstanding at end of period	64,880	74,311	81,450	96,953	132,218	142,598	160,122			
<b>VY@ COLUMBIA CONTRARIAN CORE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.57	\$12.39	\$11.12	\$11.76	\$10.57	\$8.09	\$13.41	\$12.98	\$11.48	\$11.14
Value at end of period	\$18.56	\$16.57	\$12.39	\$11.12	\$11.76	\$10.57	\$8.09	\$13.41	\$12.98	\$11.48
Number of accumulation units outstanding at end of period	3,870	6,980	3,600	4,098	5,617	18,048	24,864	22,458	32,878	30,426
<b>VY@ DFA WORLD EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during December 2008)										
Value at beginning of period	\$12.58	\$10.16	\$8.68	\$9.62	\$7.77	\$6.42	\$6.42			
Value at end of period	\$12.67	\$12.58	\$10.16	\$8.68	\$9.62	\$7.77	\$6.42			
Number of accumulation units outstanding at end of period	2,762	3,649	4,221	2,839	2,939	2,923	1,522			
<b>VY@ FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$13.43	\$10.91	\$9.49	\$9.68	\$8.81	\$6.81	\$10.42			
Value at end of period	\$13.75	\$13.43	\$10.91	\$9.49	\$9.68	\$8.81	\$6.81			
Number of accumulation units outstanding at end of period	44,326	39,755	39,761	40,454	41,053	43,368	39,491			
<b>VY@ INVESCO COMSTOCK PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.06	\$14.97	\$12.72	\$13.08	\$11.45	\$8.98	\$14.24	\$14.68	\$12.77	\$12.43
Value at end of period	\$21.73	\$20.06	\$14.97	\$12.72	\$13.08	\$11.45	\$8.98	\$14.24	\$14.68	\$12.77
Number of accumulation units outstanding at end of period	23,495	20,005	18,979	27,320	40,150	54,755	65,309	128,460	166,991	180,683
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$17.67	\$14.25	\$12.73	\$12.97	\$11.63	\$9.55	\$12.56	\$12.22	\$10.93	\$10.06
Value at end of period	\$19.11	\$17.67	\$14.25	\$12.73	\$12.97	\$11.63	\$9.55	\$12.56	\$12.22	\$10.93
Number of accumulation units outstanding at end of period	77,802	81,643	92,133	107,530	137,766	169,379	182,051	230,012	249,753	305,069
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$17.69	\$14.30	\$12.81	\$13.08	\$11.76	\$9.68	\$12.76	\$12.45	\$11.16	\$10.43
Value at end of period	\$19.09	\$17.69	\$14.30	\$12.81	\$13.08	\$11.76	\$9.68	\$12.76	\$12.45	\$11.16
Number of accumulation units outstanding at end of period	134,340	105,635	120,800	132,397	165,838	211,728	273,912	356,547	365,656	132,381
<b>VY@ JPMORGAN EMERGING MARKETS EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$9.59	\$10.25	\$8.67	\$10.69	\$8.95	\$5.26	\$10.39			
Value at end of period	\$9.61	\$9.59	\$10.25	\$8.67	\$10.69	\$5.26	\$5.26			
Number of accumulation units outstanding at end of period	40,217	67,742	98,850	101,176	143,020	84,690	43,852			
<b>VY@ JPMORGAN MID CAP VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$28.58	\$21.89	\$18.38	\$18.18	\$14.90	\$11.95	\$17.98	\$17.70	\$15.31	\$14.21
Value at end of period	\$32.61	\$28.58	\$21.89	\$18.38	\$18.18	\$14.90	\$11.95	\$17.98	\$17.70	\$15.31
Number of accumulation units outstanding at end of period	25,878	27,329	32,476	32,271	43,617	56,417	65,535	84,163	87,571	50,519
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$19.62	\$15.55	\$12.88	\$14.12	\$12.26	\$8.85	\$14.94	\$14.12	\$12.06	\$10.06
Value at end of period	\$19.93	\$19.62	\$15.55	\$12.88	\$14.12	\$12.26	\$8.85	\$14.94	\$14.12	\$12.06
Number of accumulation units outstanding at end of period	36,322	43,294	44,347	53,124	79,991	107,025	116,365	158,013	231,483	335,304
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$22.35	\$17.76	\$14.74	\$16.22	\$14.11	\$10.20	\$17.27	\$16.36	\$14.02	\$12.47
Value at end of period	\$22.65	\$22.35	\$17.76	\$14.74	\$16.22	\$14.11	\$10.20	\$17.27	\$16.36	\$14.02
Number of accumulation units outstanding at end of period	72,161	88,168	95,189	113,912	135,698	160,556	176,964	200,451	271,980	125,557

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY® T. ROWE PRICE CAPITAL APPRECIATION PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$15.38	\$12.68	\$11.16	\$10.93	\$9.66	\$7.30	\$10.17			
Value at end of period	\$17.12	\$15.38	\$12.68	\$11.16	\$10.93	\$9.66	\$7.30			
Number of accumulation units outstanding at end of period	229,130	250,818	268,848	318,305	340,928	274,001	190,714			
<b>VY® T. ROWE PRICE DIVERSIFIED MID CAP GROWTH PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$21.19	\$15.85	\$13.78	\$14.45	\$11.36	\$7.84	\$13.92	\$12.41	\$11.48	\$10.61
Value at end of period	\$23.48	\$21.19	\$15.85	\$13.78	\$14.45	\$11.36	\$7.84	\$13.92	\$12.41	\$11.48
Number of accumulation units outstanding at end of period	28,754	30,797	35,116	38,795	41,283	53,995	52,948	56,820	74,242	37,655
<b>VY® T. ROWE PRICE EQUITY INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2005)										
Value at beginning of period	\$17.22	\$13.38	\$11.50	\$11.69	\$10.25	\$8.26	\$12.94	\$12.65	\$10.70	\$10.33
Value at end of period	\$18.37	\$17.22	\$13.38	\$11.50	\$11.69	\$10.25	\$8.26	\$12.94	\$12.65	\$10.70
Number of accumulation units outstanding at end of period	21,701	22,191	20,173	20,907	25,351	34,506	25,752	38,381	29,680	10,509
<b>VY® T. ROWE PRICE GROWTH EQUITY PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.29	\$14.72	\$12.50	\$12.77	\$11.03	\$7.80	\$13.62	\$12.52	\$11.16	\$10.62
Value at end of period	\$21.84	\$20.29	\$14.72	\$12.50	\$12.77	\$11.03	\$7.80	\$13.62	\$12.52	\$11.16
Number of accumulation units outstanding at end of period	40,821	48,989	54,282	64,599	77,791	91,393	107,501	133,890	153,128	174,765
<b>VY® T. ROWE PRICE INTERNATIONAL STOCK PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2008)										
Value at beginning of period	\$9.66	\$8.51	\$7.22	\$8.30	\$7.35	\$5.38	\$9.01			
Value at end of period	\$9.48	\$9.66	\$8.51	\$7.22	\$8.30	\$5.38	\$5.38			
Number of accumulation units outstanding at end of period	5,267	5,362	5,478	5,434	6,839	17,172	14,482			
<b>VY® TEMPLETON FOREIGN EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2008)										
Value at beginning of period	\$10.84	\$9.11	\$7.73	\$8.88	\$8.24	\$6.29	\$10.21			
Value at end of period	\$10.02	\$10.84	\$9.11	\$7.73	\$8.88	\$6.29	\$6.29			
Number of accumulation units outstanding at end of period	28,983	40,245	37,012	39,688	45,925	55,312	51,256			

### Separate Account Annual Charges of 0.95%

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>FIDELITY® VIP EQUITY-INCOME PORTFOLIO (SERVICE CLASS 2)</b>										
Value at beginning of period	\$16.93	\$13.37	\$11.53	\$11.57	\$10.16	\$7.90	\$13.94	\$13.90	\$11.70	\$11.19
Value at end of period	\$18.19	\$16.93	\$13.37	\$11.53	\$11.57	\$10.16	\$7.90	\$13.94	\$13.90	\$11.70
Number of accumulation units outstanding at end of period	12,538	13,765	15,266	15,740	21,686	25,217	25,505	29,443	33,797	\$37,653
<b>FRANKLIN SMALL CAP VALUE VIP FUND (CLASS 2)</b>										
Value at beginning of period	\$28.24	\$20.93	\$17.85	\$18.72	\$14.74	\$11.52	\$17.37	\$17.96	\$15.50	\$14.39
Value at end of period	\$28.13	\$28.24	\$20.93	\$17.85	\$18.72	\$14.74	\$11.52	\$17.37	\$17.96	\$15.50
Number of accumulation units outstanding at end of period	11,825	11,646	13,386	14,330	15,105	15,862	16,718	19,781	24,704	12,027
<b>OPPENHEIMER MAIN STREET SMALL CAP FUND®/V/A (SERVICE SHARES)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$29.95	\$21.50	\$18.45	\$19.08	\$15.65	\$11.55	\$18.80	\$19.25	\$16.95	\$16.71
Value at end of period	\$33.12	\$29.95	\$21.50	\$18.45	\$19.08	\$11.55	\$11.55	\$18.80	\$19.25	\$16.95
Number of accumulation units outstanding at end of period	554	569	597	630	887	3,025	3,029	4,585	5,385	1,918

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>PIMCO VIT REAL RETURN PORTFOLIO (ADMINISTRATIVE CLASS)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$13.59	\$15.11	\$14.03	\$12.68	\$11.84	\$10.10	\$10.97	\$10.02	\$10.04	\$9.98
Value at end of period	\$13.88	\$13.59	\$15.11	\$14.03	\$12.68	\$11.84	\$10.10	\$10.97	\$10.02	\$10.04
Number of accumulation units outstanding at end of period	22,596	23,278	28,190	30,700	33,527	40,964	50,391	18,399	24,624	7,579
<b>PIONEER EQUITY INCOME VCT PORTFOLIO (CLASS II)</b>										
Value at beginning of period	\$19.35	\$15.17	\$13.92	\$13.29	\$11.25	\$9.98	\$14.49	\$14.55	\$12.03	\$11.51
Value at end of period	\$21.62	\$19.35	\$15.17	\$13.92	\$13.29	\$11.25	\$9.98	\$14.49	\$14.55	\$12.03
Number of accumulation units outstanding at end of period	12,622	10,782	13,509	13,935	14,511	29,085	30,144	37,918	36,105	30,986
<b>VOYA AGGREGATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.11	\$16.58	\$15.51	\$15.17	\$14.24	\$12.76	\$12.91	\$11.91	\$11.57	\$11.44
Value at end of period	\$16.79	\$16.11	\$16.58	\$15.51	\$15.17	\$14.24	\$12.76	\$12.91	\$11.91	\$11.57
Number of accumulation units outstanding at end of period	9,038	9,083	9,121	9,168	9,255	18,210	12,404	3,723	3,891	3,981
<b>VOYA BALANCED PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$17.00	\$14.75	\$13.12	\$13.46	\$11.94	\$10.14	\$14.27	\$13.68	\$12.60	
Value at end of period	\$17.84	\$17.00	\$14.75	\$13.12	\$13.46	\$11.94	\$10.14	\$14.27	\$13.68	
Number of accumulation units outstanding at end of period	1,728	2,751	1,917	1,918	1,917	6,873	7,381	6,915	6,892	
<b>VOYA GLOBAL BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$13.87	\$14.62	\$13.72	\$13.38	\$11.69	\$9.73	\$11.65	\$10.83	\$10.11	\$10.01
Value at end of period	\$13.76	\$13.87	\$14.62	\$13.72	\$13.38	\$11.69	\$9.73	\$11.65	\$10.83	\$10.11
Number of accumulation units outstanding at end of period	19,299	19,900	24,231	29,157	37,912	33,043	45,969	44,914	24,203	13,963
<b>VOYA GLOBAL VALUE ADVANTAGE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2008)										
Value at beginning of period	\$10.07	\$8.94	\$7.84	\$8.24	\$7.86	\$6.10	\$9.68			
Value at end of period	\$10.46	\$10.07	\$8.94	\$7.84	\$8.24	\$7.86	\$6.10			
Number of accumulation units outstanding at end of period	1,930	5,285	10,947	12,612	8,219	8,478	8,488			
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during January 2011)										
Value at beginning of period	\$14.13	\$10.96	\$9.61	\$9.99						
Value at end of period	\$15.42	\$14.13	\$10.96	\$9.61						
Number of accumulation units outstanding at end of period	22,812	23,313	23,741	24,255						
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$21.59	\$16.72	\$14.62	\$14.84	\$13.16	\$10.22	\$16.59	\$15.63	\$13.88	\$14.06
Value at end of period	\$23.61	\$21.59	\$16.72	\$14.62	\$14.84	\$13.16	\$10.22	\$16.59	\$15.63	\$13.88
Number of accumulation units outstanding at end of period	9,661	10,108	9,085	11,101	14,247	17,392	13,788	10,818	12,489	9,277
<b>VOYA HIGH YIELD PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$18.20	\$17.40	\$15.40	\$14.89	\$13.16	\$8.89	\$11.59	\$11.37	\$10.54	\$10.36
Value at end of period	\$18.24	\$18.20	\$17.40	\$15.40	\$14.89	\$13.16	\$8.89	\$11.37	\$10.54	\$10.36
Number of accumulation units outstanding at end of period	11,220	16,289	18,808	23,221	29,261	17,364	10,079	19,241	18,123	449,879
<b>VOYA INDEX PLUS LARGE CAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$15.12	\$11.51	\$10.18	\$10.32	\$9.17	\$7.52	\$12.13	\$11.69	\$10.33	\$9.92
Value at end of period	\$17.01	\$15.12	\$11.51	\$10.18	\$10.32	\$9.17	\$7.52	\$12.13	\$11.69	\$10.33
Number of accumulation units outstanding at end of period	24,636	25,545	25,441	26,026	27,045	46,838	48,227	59,345	54,908	450,474

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA INDEX PLUS MIDCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.46	\$17.64	\$15.18	\$15.54	\$12.90	\$9.91	\$16.07	\$15.41	\$14.26	\$12.99
Value at end of period	\$25.40	\$23.46	\$17.64	\$15.18	\$15.54	\$12.90	\$9.91	\$16.07	\$15.41	\$14.26
Number of accumulation units outstanding at end of period	17,286	17,185	17,558	18,324	24,243	35,038	37,692	53,690	67,317	553,807
<b>VOYA INDEX PLUS SMALLCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.52	\$16.69	\$15.02	\$15.32	\$12.63	\$10.24	\$15.58	\$16.82	\$14.97	\$14.07
Value at end of period	\$24.52	\$23.52	\$16.69	\$15.02	\$15.32	\$12.63	\$10.24	\$15.58	\$16.82	\$14.97
Number of accumulation units outstanding at end of period	3,817	3,900	4,699	4,805	5,097	7,266	8,670	13,654	22,702	397,971
<b>VOYA INTERMEDIATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$15.63	\$15.83	\$14.66	\$13.79	\$12.71	\$11.53	\$12.75	\$12.18	\$11.84	\$11.62
Value at end of period	\$16.48	\$15.63	\$15.83	\$14.66	\$13.79	\$12.71	\$11.53	\$12.75	\$12.18	\$11.84
Number of accumulation units outstanding at end of period	123,868	86,473	82,535	85,900	81,977	90,166	83,654	103,753	134,575	147,290
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during March 2014)										
Value at beginning of period	\$10.20									
Value at end of period	\$9.74									
Number of accumulation units outstanding at end of period	25,235									
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2009)										
Value at beginning of period	\$18.18	\$15.16	\$12.91	\$14.89	\$13.96	\$12.87				
Value at end of period	\$16.89	\$18.18	\$15.16	\$12.91	\$14.89	\$13.96				
Number of accumulation units outstanding at end of period	3,368	3,527	1,892	1,944	2,333	3,310				
<b>VOYA INTERNATIONAL VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.72	\$13.96	\$11.84	\$14.07	\$13.87	\$11.10	\$19.43	\$17.35	\$13.60	\$12.59
Value at end of period	\$15.71	\$16.72	\$13.96	\$11.84	\$14.07	\$13.87	\$11.10	\$19.43	\$17.35	\$13.60
Number of accumulation units outstanding at end of period	15,633	15,500	14,872	15,748	16,206	17,293	22,384	27,043	32,902	18,570
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during July 2012)										
Value at beginning of period	\$13.36	\$10.35	\$9.86							
Value at end of period	\$14.96	\$13.36	\$10.35							
Number of accumulation units outstanding at end of period	19,759	19,929	32,339							
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$22.95	\$17.74	\$15.20	\$15.01	\$13.26	\$9.40	\$13.10	\$11.85	\$11.33	
Value at end of period	\$25.77	\$22.95	\$17.74	\$15.20	\$15.01	\$13.26	\$9.40	\$13.10	\$11.85	
Number of accumulation units outstanding at end of period	90,884	93,548	3,369	8,467	5,937	6,840	602	711	722	
<b>VOYA LARGE CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2013)										
Value at beginning of period	\$11.09	\$10.10								
Value at end of period	\$12.05	\$11.09								
Number of accumulation units outstanding at end of period	37,639	22,651								
<b>VOYA LIQUID ASSETS PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$17.92	\$18.09	\$18.26	\$18.43	\$18.60	\$18.72	\$18.45	\$17.75	\$17.12	\$16.82
Value at end of period	\$17.75	\$17.92	\$18.09	\$18.26	\$18.43	\$18.60	\$18.72	\$18.45	\$17.75	\$17.12
Number of accumulation units outstanding at end of period	34,442	48,719	8,171	13,722	11,204	33,940	62,017	64,781	25,110	392,748
<b>VOYA MIDCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2006)										
Value at beginning of period	\$24.96	\$19.14	\$16.96	\$17.26	\$13.41	\$9.60	\$15.56	\$12.52	\$12.19	
Value at end of period	\$26.84	\$24.96	\$19.14	\$16.96	\$17.26	\$13.41	\$9.60	\$15.56	\$12.52	
Number of accumulation units outstanding at end of period	4,102	6,803	5,156	5,212	5,283	11,876	11,131	1,331	409	

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA MULTI-MANAGER LARGE CAP CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$16.12	\$12.49	\$11.43	\$12.09	\$10.54	\$8.57	\$13.26	\$12.74	\$11.01	\$10.68
Value at end of period	\$18.36	\$16.12	\$12.49	\$11.43	\$12.09	\$10.54	\$8.57	\$13.26	\$12.74	\$11.01
Number of accumulation units outstanding at end of period	1,957	2,059	2,151	2,273	2,367	4,056	4,292	4,644	4,976	46,834
<b>VOYA RUSSELL™ LARGE CAP GROWTH INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2009)										
Value at beginning of period	\$21.55	\$16.52	\$14.60	\$14.18	\$12.73	\$10.86				
Value at end of period	\$24.07	\$21.55	\$16.52	\$14.60	\$14.18	\$12.73				
Number of accumulation units outstanding at end of period	2,912	3,165	1,305	1,305	1,894	2,370				
<b>VOYA SMALL-CAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$15.50	\$11.28	\$9.91	\$9.95	\$7.61	\$5.88	\$9.07	\$8.34	\$7.49	\$6.95
Value at end of period	\$16.18	\$15.50	\$11.28	\$9.91	\$9.95	\$7.61	\$5.88	\$9.07	\$8.34	\$7.49
Number of accumulation units outstanding at end of period	6,960	9,651	7,473	9,514	9,586	10,719	5,247	5,858	6,013	0
<b>VOYA SMALL COMPANY PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.87	\$17.55	\$15.50	\$16.08	\$13.09	\$10.39	\$15.25	\$14.57	\$12.68	\$11.63
Value at end of period	\$25.13	\$23.87	\$17.55	\$15.50	\$16.08	\$10.39	\$10.39	\$15.25	\$14.57	\$12.68
Number of accumulation units outstanding at end of period	4,170	4,368	7,935	8,411	8,505	14,533	15,959	6,268	6,377	1,625
<b>VOYA SOLUTION 2015 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$13.80	\$12.78	\$11.57	\$11.77	\$10.68	\$8.81	\$12.17	\$11.74	\$11.00	
Value at end of period	\$14.46	\$13.80	\$12.78	\$11.57	\$11.77	\$10.68	\$8.81	\$12.17	\$11.74	
Number of accumulation units outstanding at end of period	2,469	2,597	2,721	2,846	2,973	3,105	4,065	10,544	7,325	
<b>VOYA SOLUTION 2025 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2006)										
Value at beginning of period	\$14.44	\$12.53	\$11.15	\$11.62	\$10.31	\$8.27	\$12.63	\$12.19	\$11.63	
Value at end of period	\$15.10	\$14.44	\$12.53	\$11.15	\$11.62	\$10.31	\$8.27	\$12.63	\$12.19	
Number of accumulation units outstanding at end of period	0	0	0	2,902	2,901	3,398	3,406	6,311	11,103	
<b>VOYA SOLUTION 2035 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2006)										
Value at beginning of period	\$15.11	\$12.67	\$11.12	\$11.77	\$10.37	\$8.16	\$13.07	\$12.54	\$11.45	
Value at end of period	\$15.82	\$15.11	\$12.67	\$11.12	\$11.77	\$10.37	\$8.16	\$13.07	\$12.54	
Number of accumulation units outstanding at end of period	3,319	3,340	3,363	22,540	22,693	23,352	23,538	20,767	29,966	
<b>VOYA SOLUTION INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2006)										
Value at beginning of period	\$13.63	\$12.87	\$11.83	\$11.90	\$10.97	\$9.45	\$11.44	\$10.98	\$10.27	
Value at end of period	\$14.28	\$13.63	\$12.87	\$11.83	\$11.90	\$10.97	\$9.45	\$11.44	\$10.98	
Number of accumulation units outstanding at end of period	12,375	10,846	10,490	4,834	5,068	5,285	5,285	10,639	6,916	
<b>VOYA STRATEGIC ALLOCATION CONSERVATIVE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$17.94	\$16.21	\$14.61	\$14.53	\$13.22	\$11.33	\$15.04	\$14.39	\$13.43	\$13.28
Value at end of period	\$18.90	\$17.94	\$16.21	\$14.61	\$14.53	\$13.22	\$11.33	\$15.04	\$14.39	\$13.43
Number of accumulation units outstanding at end of period	17,168	18,519	22,213	16,105	16,346	16,593	17,331	19,112	6,577	4,946
<b>VOYA STRATEGIC ALLOCATION MODERATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$19.23	\$16.70	\$14.87	\$15.15	\$13.68	\$11.37	\$16.54	\$15.87	\$14.46	\$14.37
Value at end of period	\$20.29	\$19.23	\$16.70	\$14.87	\$15.15	\$13.68	\$11.37	\$16.54	\$15.87	\$14.46
Number of accumulation units outstanding at end of period	2,581	2,824	3,081	3,343	3,997	3,955	4,079	985	1,120	1,272

## Condensed Financial Information (continued)

<b>VOYA U.S. BOND INDEX PORTFOLIO (CLASS S)</b>											
(Funds were first received in this option during June 2008)											
Value at beginning of period	\$11.75	\$12.20	\$11.89	\$11.22	\$10.70	\$10.24	\$9.92				
Value at end of period	\$12.27	\$11.75	\$12.20	\$11.89	\$11.22	\$10.70	\$10.24				
Number of accumulation units outstanding at end of period	6,529	6,849	9,676	19,217	20,949	3,999	3,535				
<b>VY@ AMERICAN CENTURY SMALL-MID CAP VALUE PORTFOLIO (CLASS S)</b>											
Value at beginning of period	\$26.09	\$20.05	\$17.40	\$18.14	\$15.00	\$11.17	\$15.35	\$15.96	\$13.96	\$13.07	
Value at end of period	\$29.06	\$26.09	\$20.05	\$17.40	\$18.14	\$15.00	\$11.17	\$15.35	\$15.96	\$13.96	
Number of accumulation units outstanding at end of period	7,189	7,643	9,180	9,354	10,662	2,950	2,690	3,080	3,124	3,737	
<b>VY@ BARON GROWTH PORTFOLIO (CLASS S)</b>											
Value at beginning of period	\$29.98	\$21.80	\$18.39	\$18.17	\$14.50	\$10.83	\$18.61	\$17.70	\$15.51	\$14.58	
Value at end of period	\$30.99	\$29.98	\$21.80	\$18.39	\$18.17	\$14.50	\$10.83	\$17.70	\$15.51	\$14.58	
Number of accumulation units outstanding at end of period	9,094	9,241	9,031	9,920	11,925	15,558	15,163	25,122	40,577	92,016	
<b>VY@ BLACKROCK INFLATION PROTECTED BOND PORTFOLIO (CLASS S)</b>											
(Funds were first received in this option during November 2009)											
Value at beginning of period	\$11.73	\$12.97	\$12.31	\$11.10	\$10.62	\$10.75					
Value at end of period	\$11.91	\$11.73	\$12.97	\$12.31	\$11.10	\$10.62					
Number of accumulation units outstanding at end of period	878	925	5,027	6,515	9,750	5,961					
<b>VY@ CLARION GLOBAL REAL ESTATE PORTFOLIO (CLASS S)</b>											
(Funds were first received in this option during September 2008)											
Value at beginning of period	\$10.40	\$10.12	\$8.13	\$8.67	\$7.54	\$5.71	\$8.31				
Value at end of period	\$11.72	\$10.40	\$10.12	\$8.13	\$8.67	\$7.54	\$8.31				
Number of accumulation units outstanding at end of period	20,078	19,596	15,337	14,987	14,880	16,547	21,518				
<b>VY@ COLUMBIA CONTRARIAN CORE PORTFOLIO (CLASS S)</b>											
Value at beginning of period	\$16.18	\$12.12	\$10.90	\$11.54	\$10.40	\$7.98	\$13.25	\$12.85	\$11.39	\$11.07	
Value at end of period	\$18.08	\$16.18	\$12.12	\$10.90	\$11.54	\$7.98	\$13.25	\$12.85	\$11.39	\$11.07	
Number of accumulation units outstanding at end of period	2,852	2,853	4,004	4,004	4,006	6,061	4,426	4,853	5,327	3,442	
<b>VY@ DFA WORLD EQUITY PORTFOLIO (CLASS S)</b>											
(Funds were first received in this option during September 2008)											
Value at beginning of period	\$12.45	\$10.07	\$9.40	\$9.58	\$7.74	\$6.42	\$8.99				
Value at end of period	\$12.50	\$12.45	\$10.07	\$9.58	\$7.74	\$6.42	\$8.99				
Number of accumulation units outstanding at end of period	803	842	880	0	0	8,959	10,043				
<b>VY@ FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO (CLASS S)</b>											
(Funds were first received in this option during February 2009)											
Value at beginning of period	\$13.28	\$10.81	\$9.41	\$9.63	\$8.77	\$6.61					
Value at end of period	\$13.57	\$13.28	\$10.81	\$9.41	\$9.63	\$8.77					
Number of accumulation units outstanding at end of period	1,917	1,118	1,186	2,673	2,689	3,205					
<b>VY@ INVESCO COMSTOCK PORTFOLIO (CLASS S)</b>											
Value at beginning of period	\$19.60	\$14.66	\$12.47	\$12.86	\$11.27	\$8.86	\$14.08	\$14.54	\$12.67	\$12.36	
Value at end of period	\$21.18	\$19.60	\$14.66	\$12.47	\$12.86	\$11.27	\$8.86	\$14.08	\$14.54	\$12.36	
Number of accumulation units outstanding at end of period	10,899	11,387	12,177	12,507	14,585	20,559	23,950	38,905	45,434	238,674	
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS I)</b>											
(Funds were first received in this option during April 2005)											
Value at beginning of period	\$17.37	\$14.03	\$12.56	\$12.82	\$11.52	\$9.48	\$12.49	\$12.18	\$10.91	\$10.06	
Value at end of period	\$18.74	\$17.37	\$14.03	\$12.56	\$12.82	\$11.52	\$9.48	\$12.18	\$10.91	\$10.06	
Number of accumulation units outstanding at end of period	3,447	3,589	3,841	4,112	4,451	7,451	7,451	15,409	21,170	21,519	

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY® INVESCO EQUITY AND INCOME PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$17.27	\$13.99	\$12.55	\$12.84	\$11.57	\$9.55	\$12.61	\$12.33	\$11.07	\$10.37
Value at end of period	\$18.59	\$17.27	\$13.99	\$12.55	\$12.84	\$11.57	\$9.55	\$12.61	\$12.33	\$11.07
Number of accumulation units outstanding at end of period	35,894	27,900	30,738	33,237	36,631	46,753	45,620	53,428	56,264	66,380
<b>VY® JPMORGAN EMERGING MARKETS EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2008)										
Value at beginning of period	\$9.48	\$10.15	\$8.61	\$10.63	\$8.92	\$5.25	\$9.95			
Value at end of period	\$9.48	\$9.48	\$10.15	\$8.61	\$10.63	\$8.92	\$5.25			
Number of accumulation units outstanding at end of period	20,323	19,977	24,008	28,933	29,609	31,324	18,304			
<b>VY® JPMORGAN MID CAP VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$27.91	\$21.42	\$18.02	\$17.87	\$14.67	\$11.79	\$17.77	\$17.53	\$15.19	\$14.14
Value at end of period	\$31.79	\$27.91	\$21.42	\$18.02	\$17.87	\$14.67	\$11.79	\$17.77	\$17.53	\$15.19
Number of accumulation units outstanding at end of period	18,821	19,671	21,250	21,703	23,050	23,662	22,483	27,472	34,281	155,270
<b>VY® OPPENHEIMER GLOBAL PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$19.28	\$15.31	\$12.70	\$13.96	\$12.14	\$8.78	\$14.86	\$14.07	\$12.04	\$10.06
Value at end of period	\$19.54	\$19.28	\$15.31	\$12.70	\$13.96	\$12.14	\$8.78	\$14.86	\$14.07	\$12.04
Number of accumulation units outstanding at end of period	2,971	2,971	2,973	3,726	6,914	6,986	7,172	8,236	13,180	161,425
<b>VY® OPPENHEIMER GLOBAL PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$21.83	\$17.38	\$14.46	\$15.93	\$13.89	\$10.06	\$17.07	\$16.21	\$13.91	\$12.40
Value at end of period	\$22.08	\$21.83	\$17.38	\$14.46	\$15.93	\$13.89	\$10.06	\$17.07	\$16.21	\$13.91
Number of accumulation units outstanding at end of period	29,687	29,360	26,724	28,808	30,548	36,970	43,121	53,750	67,695	80,754
<b>VY® T. ROWE PRICE CAPITAL APPRECIATION PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2008)										
Value at beginning of period	\$15.21	\$12.56	\$11.08	\$10.87	\$9.62	\$7.29	\$10.35			
Value at end of period	\$16.89	\$15.21	\$12.56	\$11.08	\$10.87	\$9.62	\$7.29			
Number of accumulation units outstanding at end of period	54,433	54,016	58,933	65,142	64,708	53,435	34,010			
<b>VY® T. ROWE PRICE DIVERSIFIED MID CAP GROWTH PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.68	\$15.50	\$13.50	\$14.19	\$11.18	\$7.73	\$13.76	\$12.29	\$11.39	\$10.76
Value at end of period	\$22.87	\$20.68	\$15.50	\$13.50	\$14.19	\$11.18	\$7.73	\$13.76	\$12.29	\$11.39
Number of accumulation units outstanding at end of period	5,542	5,584	6,345	7,329	7,679	9,367	10,562	11,373	15,576	841
<b>VY® T. ROWE PRICE EQUITY INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$16.92	\$13.17	\$11.34	\$11.55	\$10.15	\$8.20	\$12.87	\$12.61	\$10.69	\$10.34
Value at end of period	\$18.01	\$16.92	\$13.17	\$11.34	\$11.55	\$10.15	\$8.20	\$12.87	\$12.61	\$10.69
Number of accumulation units outstanding at end of period	7,884	8,114	8,683	8,902	14,383	15,718	16,030	16,404	17,474	262,026
<b>VY® T. ROWE PRICE GROWTH EQUITY PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$19.81	\$14.40	\$12.25	\$12.54	\$10.86	\$7.69	\$13.46	\$12.40	\$11.07	\$10.55
Value at end of period	\$21.27	\$19.81	\$14.40	\$12.25	\$12.54	\$10.86	\$7.69	\$13.46	\$12.40	\$11.07
Number of accumulation units outstanding at end of period	10,572	10,872	11,347	11,669	11,162	16,647	20,821	22,932	19,402	19,420
<b>VY® T. ROWE PRICE INTERNATIONAL STOCK PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2012)										
Value at beginning of period	\$9.55	\$8.43	\$7.38							
Value at end of period	\$9.36	\$9.55	\$8.43							
Number of accumulation units outstanding at end of period	1,614	1,707	426							

## Condensed Financial Information (continued)

	Separate Account Annual Charges of 1.00%									
	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY® TEMPLETON FOREIGN EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2008)										
Value at beginning of period	\$10.71	\$9.02	\$7.68	\$8.83	\$8.21	\$6.29	\$10.20			
Value at end of period	\$9.88	\$10.71	\$9.02	\$7.68	\$8.83	\$8.21	\$6.29			
Number of accumulation units outstanding at end of period	1,051	1,051	1,051	1,050	1,050	1,050	1,050			
<b>FIDELITY® VIP EQUITY-INCOME PORTFOLIO (SERVICE CLASS 2)</b>										
Value at beginning of period	\$19.46	\$15.37	\$13.27	\$13.31	\$11.70	\$9.10	\$16.08	\$16.03	\$13.50	\$12.92
Value at end of period	\$20.90	\$19.46	\$15.37	\$13.27	\$13.31	\$11.70	\$9.10	\$16.08	\$16.03	\$13.50
Number of accumulation units outstanding at end of period	366,566	426,794	486,528	538,767	613,588	653,883	622,078	527,371	306,045	189,793
<b>FRANKLIN SMALL CAP VALUE VIP FUND (CLASS 2)</b>										
Value at beginning of period	\$29.18	\$21.64	\$18.46	\$19.38	\$15.26	\$11.94	\$18.00	\$18.63	\$16.08	\$14.94
Value at end of period	\$29.06	\$29.18	\$21.64	\$18.46	\$19.38	\$15.26	\$11.94	\$18.00	\$18.63	\$16.08
Number of accumulation units outstanding at end of period	192,056	221,782	256,504	359,396	439,366	472,729	335,195	227,462	82,464	36,876
<b>OPPENHEIMER MAIN STREET SMALL CAP FUND®/VA (SERVICE SHARES)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$29.82	\$21.42	\$18.39	\$19.03	\$15.62	\$11.52	\$18.78	\$19.24	\$16.95	\$16.21
Value at end of period	\$32.96	\$29.82	\$21.42	\$18.39	\$19.03	\$11.52	\$11.52	\$18.78	\$19.24	\$16.95
Number of accumulation units outstanding at end of period	38,241	44,021	39,595	43,815	53,714	57,892	34,471	33,785	14,877	825
<b>PIMCO VIT REAL RETURN PORTFOLIO (ADMINISTRATIVE CLASS)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$13.53	\$15.05	\$13.98	\$12.65	\$11.82	\$10.08	\$10.96	\$10.01	\$10.03	\$9.89
Value at end of period	\$13.81	\$13.53	\$15.05	\$13.98	\$12.65	\$11.82	\$10.08	\$10.96	\$10.01	\$10.03
Number of accumulation units outstanding at end of period	251,686	342,466	597,363	537,725	597,812	570,017	403,614	106,006	33,775	4,131
<b>PIONEER EQUITY INCOME VCT PORTFOLIO (CLASS II)</b>										
Value at beginning of period	\$21.83	\$17.11	\$15.72	\$15.01	\$12.72	\$11.28	\$16.39	\$16.47	\$13.62	\$13.04
Value at end of period	\$24.37	\$21.83	\$17.11	\$15.72	\$15.01	\$12.72	\$11.28	\$16.39	\$16.47	\$13.62
Number of accumulation units outstanding at end of period	388,014	432,426	494,553	602,274	677,938	751,360	713,197	522,403	187,682	59,289
<b>VOYA AGGREGATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$14.81	\$15.25	\$14.28	\$13.97	\$13.12	\$11.76	\$11.91	\$10.99	\$10.68	\$10.56
Value at end of period	\$15.43	\$14.81	\$15.25	\$14.28	\$13.97	\$11.76	\$11.91	\$10.99	\$10.68	\$10.56
Number of accumulation units outstanding at end of period	146,140	176,944	213,481	263,141	340,471	425,758	405,275	187,300	74,753	57,541
<b>VOYA BALANCED PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.50	\$14.33	\$12.75	\$13.09	\$11.62	\$9.87	\$13.89	\$13.33	\$12.28	\$11.93
Value at end of period	\$17.31	\$16.50	\$14.33	\$12.75	\$13.09	\$11.62	\$9.87	\$13.89	\$13.33	\$12.28
Number of accumulation units outstanding at end of period	94,435	117,107	139,208	183,543	207,014	233,545	230,199	191,757	123,350	119,146
<b>VOYA GLOBAL BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$13.80	\$14.57	\$13.67	\$13.34	\$11.66	\$9.71	\$11.64	\$10.83	\$10.10	\$10.01
Value at end of period	\$13.69	\$13.80	\$14.57	\$13.67	\$13.34	\$11.66	\$9.71	\$11.64	\$10.83	\$10.10
Number of accumulation units outstanding at end of period	231,743	273,084	335,959	364,022	405,010	379,502	462,364	459,240	142,071	111,177

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA GLOBAL VALUE ADVANTAGE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2008)										
Value at beginning of period	\$10.04	\$8.92	\$7.83	\$8.23	\$7.85	\$6.10	\$10.15			
Value at end of period	\$10.42	\$10.04	\$8.92	\$7.83	\$8.23	\$7.85	\$6.10			
Number of accumulation units outstanding at end of period	89,248	89,669	73,992	73,413	98,832	80,700	46,058			
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during January 2011)										
Value at beginning of period	\$14.11	\$10.95	\$9.60	\$9.99						
Value at end of period	\$15.39	\$14.11	\$10.95	\$9.60						
Number of accumulation units outstanding at end of period	1,431,611	1,638,169	1,861,059	2,034,219						
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.48	\$15.87	\$13.88	\$14.09	\$12.51	\$9.72	\$15.78	\$14.88	\$13.22	\$12.37
Value at end of period	\$22.39	\$20.48	\$15.87	\$13.88	\$14.09	\$12.51	\$9.72	\$15.78	\$14.88	\$13.22
Number of accumulation units outstanding at end of period	330,342	368,303	312,675	356,066	321,508	319,763	292,483	220,031	113,210	40,801
<b>VOYA HIGH YIELD PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$18.12	\$17.33	\$15.35	\$14.85	\$13.13	\$8.88	\$11.57	\$11.36	\$10.54	\$10.44
Value at end of period	\$18.15	\$18.12	\$17.33	\$15.35	\$14.85	\$13.13	\$8.88	\$11.57	\$11.36	\$10.54
Number of accumulation units outstanding at end of period	418,815	273,058	307,408	304,544	320,099	272,773	217,608	241,186	68,484	72,101
<b>VOYA INDEX PLUS LARGE CAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$19.03	\$14.49	\$12.83	\$13.00	\$11.56	\$9.49	\$15.31	\$14.76	\$13.05	\$12.53
Value at end of period	\$21.39	\$19.03	\$14.49	\$12.83	\$13.00	\$11.56	\$9.49	\$15.31	\$14.76	\$13.05
Number of accumulation units outstanding at end of period	168,664	190,574	236,018	250,633	295,031	326,723	347,967	334,862	264,313	190,007
<b>VOYA INDEX PLUS MIDCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$24.60	\$18.51	\$15.93	\$16.32	\$13.56	\$10.42	\$16.90	\$16.21	\$15.01	\$13.68
Value at end of period	\$26.62	\$24.60	\$18.51	\$15.93	\$16.32	\$10.42	\$16.90	\$16.21	\$15.01	\$13.68
Number of accumulation units outstanding at end of period	241,287	279,177	326,344	362,547	402,584	469,864	451,301	383,276	284,157	182,262
<b>VOYA INDEX PLUS SMALLCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$24.04	\$17.07	\$15.37	\$15.68	\$12.93	\$10.49	\$15.97	\$17.26	\$15.36	\$14.45
Value at end of period	\$25.05	\$24.04	\$17.07	\$15.37	\$15.68	\$12.93	\$10.49	\$15.97	\$15.36	\$14.45
Number of accumulation units outstanding at end of period	120,220	138,074	149,345	161,576	182,934	215,411	211,659	225,294	164,081	116,762
<b>VOYA INTERMEDIATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$14.36	\$14.56	\$13.48	\$12.69	\$11.70	\$10.62	\$11.75	\$11.23	\$10.93	\$10.72
Value at end of period	\$15.13	\$14.36	\$14.56	\$13.48	\$12.69	\$11.70	\$10.62	\$11.75	\$11.23	\$10.93
Number of accumulation units outstanding at end of period	6,147,901	3,643,754	4,153,615	4,343,512	4,485,423	4,474,848	4,087,996	3,097,195	816,196	196,383
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during February 2014)										
Value at beginning of period	\$10.17									
Value at end of period	\$9.73									
Number of accumulation units outstanding at end of period	2,248,088									
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2008)										
Value at beginning of period	\$9.97	\$8.32	\$7.09	\$8.18	\$7.68	\$6.08	\$7.59			
Value at end of period	\$9.26	\$9.97	\$8.32	\$7.09	\$8.18	\$7.68	\$6.08			
Number of accumulation units outstanding at end of period	136,289	158,407	173,655	216,468	250,707	292,920	1,172			
<b>VOYA INTERNATIONAL VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$18.46	\$15.43	\$13.09	\$15.55	\$15.35	\$12.29	\$21.52	\$19.23	\$15.08	\$13.97
Value at end of period	\$17.33	\$18.46	\$15.43	\$13.09	\$15.55	\$12.29	\$21.52	\$19.23	\$15.08	\$13.97
Number of accumulation units outstanding at end of period	175,593	201,509	239,146	281,511	336,066	396,578	407,630	308,600	121,448	64,182

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during May 2012)										
Value at beginning of period	\$13.35	\$10.35	\$10.32							
Value at end of period	\$14.94	\$13.35	\$10.35							
Number of accumulation units outstanding at end of period	2,572,486	2,926,723	3,302,668							
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during July 2014)										
Value at beginning of period	\$10.04									
Value at end of period	\$10.68									
Number of accumulation units outstanding at end of period	2,420									
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$22.85	\$17.67	\$15.15	\$14.97	\$13.23	\$9.38	\$13.08	\$11.84	\$11.32	\$11.03
Value at end of period	\$25.64	\$22.85	\$17.67	\$15.15	\$14.97	\$13.23	\$9.38	\$13.08	\$11.84	\$11.32
Number of accumulation units outstanding at end of period	1,785,736	1,931,154	180,383	191,819	134,208	59,572	14,954	5,798	570	571
<b>VOYA LARGE CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during January 2011)										
Value at beginning of period	\$14.78	\$11.42	\$10.09	\$10.05						
Value at end of period	\$16.05	\$14.78	\$11.42	\$10.09						
Number of accumulation units outstanding at end of period	806,254	439,382	11,732	8,772						
<b>VOYA LIQUID ASSETS PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$10.58	\$10.69	\$10.79	\$10.90	\$11.01	\$11.09	\$10.93	\$10.52	\$10.15	\$9.98
Value at end of period	\$10.48	\$10.58	\$10.69	\$10.79	\$10.90	\$11.01	\$11.09	\$10.93	\$10.52	\$10.15
Number of accumulation units outstanding at end of period	1,819,432	1,802,613	1,214,498	2,007,621	1,249,425	1,800,379	2,579,107	2,670,718	364,855	334,813
<b>VOYA MIDCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$29.61	\$22.71	\$20.14	\$20.50	\$15.94	\$11.41	\$18.51	\$14.90	\$13.99	\$12.83
Value at end of period	\$31.82	\$29.61	\$22.71	\$20.14	\$20.50	\$15.94	\$11.41	\$18.51	\$14.90	\$13.99
Number of accumulation units outstanding at end of period	332,251	430,258	368,212	376,891	365,999	346,672	258,709	46,761	8,988	5,663
<b>VOYA MULTI-MANAGER LARGE CAP CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$16.05	\$12.44	\$11.40	\$12.06	\$10.51	\$8.55	\$13.24	\$12.73	\$11.01	\$10.68
Value at end of period	\$18.27	\$16.05	\$12.44	\$11.40	\$12.06	\$10.51	\$8.55	\$13.24	\$12.73	\$11.01
Number of accumulation units outstanding at end of period	95,260	113,511	122,908	144,777	149,175	144,666	143,995	81,210	42,725	9,665
<b>VOYA RUSSELL™ LARGE CAP GROWTH INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2009)										
Value at beginning of period	\$21.50	\$16.49	\$14.58	\$14.17	\$12.73	\$10.51				
Value at end of period	\$24.00	\$21.50	\$16.49	\$14.58	\$14.17	\$12.73				
Number of accumulation units outstanding at end of period	69,167	67,662	49,697	47,402	26,669	27,987				
<b>VOYA SMALL CAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$29.06	\$21.16	\$18.60	\$18.69	\$14.29	\$11.04	\$17.06	\$15.69	\$14.11	\$13.09
Value at end of period	\$30.31	\$29.06	\$21.16	\$18.60	\$18.69	\$14.29	\$11.04	\$17.06	\$15.69	\$14.11
Number of accumulation units outstanding at end of period	97,982	119,484	123,006	106,737	101,201	78,619	68,492	17,518	5,922	11,873
<b>VOYA SMALL COMPANY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$27.34	\$20.10	\$17.77	\$18.44	\$15.02	\$11.93	\$17.52	\$16.75	\$14.57	\$13.37
Value at end of period	\$28.76	\$27.34	\$20.10	\$17.77	\$18.44	\$15.02	\$11.93	\$17.52	\$16.75	\$14.57
Number of accumulation units outstanding at end of period	164,842	185,143	218,416	260,992	328,705	340,079	211,209	69,019	48,264	29,546
<b>VOYA SOLUTION 2015 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$13.74	\$12.73	\$11.53	\$11.73	\$10.65	\$8.80	\$12.15	\$11.73	\$10.70	\$10.37
Value at end of period	\$14.39	\$13.74	\$12.73	\$11.53	\$11.73	\$10.65	\$8.80	\$12.15	\$11.73	\$10.70
Number of accumulation units outstanding at end of period	648,358	753,989	878,158	940,655	1,092,797	1,144,940	955,851	474,713	95,392	14,962

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA SOLUTION 2025 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$14.38	\$12.48	\$11.12	\$11.59	\$10.29	\$8.26	\$12.62	\$12.18	\$11.18	
Value at end of period	\$15.03	\$14.38	\$12.48	\$11.12	\$11.59	\$10.29	\$8.26	\$12.62	\$12.18	
Number of accumulation units outstanding at end of period	1,027,050	1,033,942	1,086,668	1,202,542	1,245,609	1,275,367	830,584	311,792	115,424	
<b>VOYA SOLUTION 2035 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$15.04	\$12.62	\$11.08	\$11.73	\$10.35	\$8.14	\$13.06	\$12.52	\$11.08	\$10.66
Value at end of period	\$15.74	\$15.04	\$12.62	\$11.08	\$11.73	\$10.35	\$8.14	\$13.06	\$12.52	\$11.08
Number of accumulation units outstanding at end of period	422,141	456,993	552,803	621,340	666,590	754,227	703,014	412,432	63,845	272
<b>VOYA SOLUTION 2045 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$15.42	\$12.62	\$11.04	\$11.75	\$10.31	\$8.02	\$13.47	\$12.86	\$11.29	\$10.96
Value at end of period	\$16.20	\$15.42	\$12.62	\$11.04	\$11.75	\$10.31	\$8.02	\$13.47	\$12.86	\$11.29
Number of accumulation units outstanding at end of period	21,586	36,545	39,569	37,702	40,336	57,858	61,882	40,722	4,265	429
<b>VOYA SOLUTION INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$13.57	\$12.82	\$11.79	\$11.87	\$10.94	\$9.43	\$11.43	\$10.97	\$10.45	
Value at end of period	\$14.21	\$13.57	\$12.82	\$11.79	\$11.87	\$10.94	\$9.43	\$11.43	\$10.97	
Number of accumulation units outstanding at end of period	328,747	344,117	351,006	394,047	431,431	432,936	375,155	245,892	14,781	
<b>VOYA STRATEGIC ALLOCATION CONSERVATIVE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$17.86	\$16.15	\$14.56	\$14.48	\$13.19	\$11.31	\$15.02	\$14.38	\$13.43	\$13.29
Value at end of period	\$18.81	\$17.86	\$16.15	\$14.56	\$14.48	\$13.19	\$11.31	\$15.02	\$14.38	\$13.43
Number of accumulation units outstanding at end of period	72,565	71,128	58,419	54,811	61,125	59,209	51,178	35,099	10,595	727
<b>VOYA STRATEGIC ALLOCATION GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$20.70	\$17.12	\$15.08	\$15.73	\$14.08	\$11.39	\$18.03	\$17.38	\$15.55	\$15.13
Value at end of period	\$21.77	\$20.70	\$17.12	\$15.08	\$15.73	\$14.08	\$11.39	\$18.03	\$17.38	\$15.55
Number of accumulation units outstanding at end of period	9,197	6,154	6,532	6,971	11,824	14,007	13,948	9,397	2,534	639
<b>VOYA STRATEGIC ALLOCATION MODERATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$19.15	\$16.64	\$14.82	\$15.10	\$13.65	\$11.35	\$16.52	\$15.86	\$14.46	
Value at end of period	\$20.19	\$19.15	\$16.64	\$14.82	\$15.10	\$13.65	\$11.35	\$16.52	\$15.86	
Number of accumulation units outstanding at end of period	33,858	41,192	38,427	39,851	23,867	14,951	15,514	19,320	13,646	
<b>VOYA U.S. BOND INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$11.71	\$12.17	\$11.87	\$11.21	\$10.69	\$10.23	\$10.05			
Value at end of period	\$12.23	\$11.71	\$12.17	\$11.87	\$11.21	\$10.69	\$10.23			
Number of accumulation units outstanding at end of period	341,156	398,937	414,766	553,441	646,868	608,436	174,461			
<b>VY@ AMERICAN CENTURY SMALL-MID CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$28.23	\$21.71	\$18.85	\$19.66	\$16.27	\$12.12	\$16.66	\$17.34	\$15.17	\$14.21
Value at end of period	\$31.44	\$28.23	\$21.71	\$18.85	\$19.66	\$12.12	\$16.66	\$17.34	\$15.17	\$14.21
Number of accumulation units outstanding at end of period	48,274	46,576	59,116	77,473	124,400	109,588	23,647	22,503	19,910	15,825
<b>VY@ BARON GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$29.80	\$21.68	\$18.30	\$18.08	\$14.44	\$10.79	\$18.55	\$17.66	\$15.48	\$14.56
Value at end of period	\$30.79	\$29.80	\$21.68	\$18.30	\$18.08	\$14.44	\$10.79	\$17.66	\$15.48	\$14.56
Number of accumulation units outstanding at end of period	363,025	399,885	437,586	554,249	630,093	667,438	501,751	341,743	111,461	48,843

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY@ BLACKROCK INFLATION PROTECTED BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2009)										
Value at beginning of period	\$11.70	\$12.95	\$12.30	\$11.09	\$10.62	\$10.00				
Value at end of period	\$11.88	\$11.70	\$12.95	\$12.30	\$11.09	\$10.62				
Number of accumulation units outstanding at end of period	449,480	525,100	642,934	714,352	564,388	289,877				
<b>VY@ CLARION GLOBAL REAL ESTATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2006)										
Value at beginning of period	\$12.55	\$12.22	\$9.82	\$10.48	\$9.12	\$6.91	\$11.88	\$12.94	\$11.95	
Value at end of period	\$14.14	\$12.55	\$12.22	\$9.82	\$10.48	\$9.12	\$6.91	\$11.88	\$12.94	
Number of accumulation units outstanding at end of period	484,858	531,736	600,543	750,108	901,399	982,596	743,467	86,261	3,410	
<b>VY@ COLUMBIA CONTRARIAN CORE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$18.51	\$13.88	\$12.49	\$13.23	\$11.93	\$9.15	\$15.21	\$14.75	\$13.09	\$12.72
Value at end of period	\$20.67	\$18.51	\$13.88	\$12.49	\$13.23	\$11.93	\$9.15	\$15.21	\$14.75	\$13.09
Number of accumulation units outstanding at end of period	174,780	189,498	213,119	224,022	235,957	240,887	218,068	154,471	24,882	24,007
<b>VY@ DFA WORLD EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2007)										
Value at beginning of period	\$11.36	\$9.20	\$7.87	\$8.75	\$7.08	\$5.87	\$10.42	\$10.26		
Value at end of period	\$11.41	\$11.36	\$9.20	\$7.87	\$8.75	\$7.08	\$5.87	\$10.42		
Number of accumulation units outstanding at end of period	202,519	220,783	229,267	282,215	294,891	258,034	223,236	138,095		
<b>VY@ FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2007)										
Value at beginning of period	\$11.95	\$9.73	\$8.48	\$8.68	\$7.91	\$6.13	\$9.63	\$10.10		
Value at end of period	\$12.20	\$11.95	\$9.73	\$8.68	\$8.68	\$7.91	\$6.13	\$9.63		
Number of accumulation units outstanding at end of period	2,778,305	3,006,070	3,244,923	3,649,352	3,997,735	4,721,292	5,108,651	3,804,095		
<b>VY@ INVESCO COMSTOCK PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$21.12	\$15.80	\$13.45	\$13.88	\$12.18	\$9.57	\$15.22	\$15.73	\$13.71	\$13.39
Value at end of period	\$22.82	\$21.12	\$15.80	\$13.45	\$13.88	\$12.18	\$9.57	\$15.22	\$15.73	\$13.71
Number of accumulation units outstanding at end of period	183,477	182,147	186,569	204,360	245,969	265,010	277,870	299,163	221,441	186,953
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$17.29	\$13.98	\$12.52	\$12.78	\$11.49	\$9.46	\$12.48	\$12.17	\$10.91	\$10.06
Value at end of period	\$18.65	\$17.29	\$13.98	\$12.52	\$12.78	\$11.49	\$9.46	\$12.48	\$12.17	\$10.91
Number of accumulation units outstanding at end of period	5,627	5,628	5,627	5,755	9,798	11,061	16,203	20,963	29,556	33,096
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.83	\$16.88	\$15.16	\$15.52	\$13.99	\$11.55	\$15.26	\$14.92	\$13.41	\$12.57
Value at end of period	\$22.41	\$20.83	\$16.88	\$15.16	\$15.52	\$13.99	\$11.55	\$15.26	\$14.92	\$13.41
Number of accumulation units outstanding at end of period	542,943	460,512	478,310	513,414	584,506	675,826	736,747	729,065	340,065	78,983
<b>VY@ JPMORGAN EMERGING MARKETS EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2006)										
Value at beginning of period	\$15.83	\$16.96	\$14.39	\$17.78	\$14.93	\$8.79	\$18.22	\$13.29	\$11.51	
Value at end of period	\$15.82	\$15.83	\$16.96	\$14.39	\$17.78	\$14.93	\$8.79	\$18.22	\$13.29	
Number of accumulation units outstanding at end of period	501,890	587,608	691,650	747,612	798,686	712,822	450,427	111,164	4,743	
<b>VY@ JPMORGAN MID CAP VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$26.85	\$20.61	\$17.35	\$17.21	\$14.14	\$11.37	\$17.15	\$16.92	\$14.67	\$13.66
Value at end of period	\$30.56	\$26.85	\$20.61	\$17.35	\$17.21	\$14.14	\$11.37	\$17.15	\$16.92	\$14.67
Number of accumulation units outstanding at end of period	163,290	208,222	213,924	231,352	236,989	237,314	216,162	186,009	76,899	20,517

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS 1)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$19.20	\$15.25	\$12.66	\$13.92	\$12.11	\$8.77	\$14.84	\$14.06	\$12.04	\$10.06
Value at end of period	\$19.44	\$19.20	\$15.25	\$12.66	\$13.92	\$12.11	\$8.77	\$14.84	\$12.04	\$10.06
Number of accumulation units outstanding at end of period	47,247	52,899	60,509	69,609	81,198	90,724	112,910	138,312	191,418	268,702
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.74	\$18.90	\$15.74	\$17.35	\$15.14	\$10.97	\$18.62	\$17.69	\$15.19	\$13.54
Value at end of period	\$24.00	\$23.74	\$18.90	\$15.74	\$17.35	\$15.14	\$10.97	\$18.62	\$17.69	\$15.19
Number of accumulation units outstanding at end of period	408,754	449,031	456,740	503,382	571,916	612,788	528,888	450,324	189,911	39,128
<b>VY@ T. ROWE PRICE CAPITAL APPRECIATION PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2006)										
Value at beginning of period	\$17.27	\$14.28	\$12.60	\$12.37	\$10.96	\$8.31	\$11.57	\$11.20	\$10.49	
Value at end of period	\$19.18	\$17.27	\$14.28	\$12.60	\$12.37	\$10.96	\$8.31	\$11.57	\$11.20	
Number of accumulation units outstanding at end of period	3,331,237	4,023,620	3,555,956	3,553,892	4,367,788	3,320,291	1,531,768	307,430	6,495	
<b>VY@ T. ROWE PRICE DIVERSIFIED MID CAP GROWTH PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$25.25	\$18.93	\$16.50	\$17.34	\$13.67	\$9.46	\$16.84	\$15.06	\$13.96	\$12.94
Value at end of period	\$27.91	\$25.25	\$18.93	\$16.50	\$17.34	\$13.67	\$9.46	\$16.84	\$15.06	\$13.96
Number of accumulation units outstanding at end of period	161,563	194,128	283,336	389,030	495,278	468,960	183,107	83,768	38,635	17,356
<b>VY@ T. ROWE PRICE EQUITY INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2005)										
Value at beginning of period	\$16.85	\$13.12	\$11.31	\$11.52	\$10.12	\$8.18	\$12.85	\$12.60	\$10.68	\$10.24
Value at end of period	\$17.92	\$16.85	\$13.12	\$11.31	\$11.52	\$10.12	\$8.18	\$12.85	\$12.60	\$10.68
Number of accumulation units outstanding at end of period	480,881	500,519	527,173	549,501	581,466	539,839	426,558	275,482	67,732	1,282,187
<b>VY@ T. ROWE PRICE GROWTH EQUITY PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.37	\$16.99	\$14.47	\$14.81	\$12.83	\$9.09	\$15.93	\$14.68	\$13.12	\$12.51
Value at end of period	\$25.08	\$23.37	\$16.99	\$14.47	\$14.81	\$12.83	\$9.09	\$15.93	\$14.68	\$13.12
Number of accumulation units outstanding at end of period	215,942	227,429	230,718	232,113	278,074	258,179	243,928	191,979	96,215	54,334
<b>VY@ T. ROWE PRICE INTERNATIONAL STOCK PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2007)										
Value at beginning of period	\$12.84	\$11.34	\$9.65	\$11.12	\$9.87	\$7.24	\$14.49	\$12.25	\$11.12	
Value at end of period	\$12.57	\$12.84	\$11.34	\$9.65	\$11.12	\$9.87	\$7.24	\$14.49	\$11.95	
Number of accumulation units outstanding at end of period	140,688	140,794	140,196	142,426	154,658	152,028	145,334	50,962	407	
<b>VY@ TEMPLETON FOREIGN EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2006)										
Value at beginning of period	\$13.64	\$11.48	\$9.78	\$11.25	\$10.46	\$8.02	\$13.64	\$11.95	\$11.12	
Value at end of period	\$12.57	\$13.64	\$11.48	\$9.78	\$11.25	\$10.46	\$8.02	\$13.64	\$11.95	
Number of accumulation units outstanding at end of period	336,650	361,847	395,849	271,008	292,470	293,112	261,242	77,246		

### Separate Account Annual Charges of 1.10%

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>FIDELITY@ VIP EQUITY-INCOME PORTFOLIO (SERVICE CLASS 2)</b>										
Value at beginning of period	\$16.61	\$13.14	\$11.35	\$11.40	\$10.03	\$7.81	\$13.81	\$13.79	\$11.62	\$11.13
Value at end of period	\$17.82	\$16.61	\$13.14	\$11.35	\$11.40	\$10.03	\$7.81	\$13.81	\$13.79	\$11.62
Number of accumulation units outstanding at end of period	23,089	26,358	28,618	30,924	32,281	36,955	32,253	37,783	36,354	23,542

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>FRANKLIN SMALL CAP VALUE VIP FUND (CLASS 2)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$27.73	\$20.58	\$17.58	\$18.47	\$14.56	\$11.40	\$17.21	\$17.83	\$15.41	\$15.27
Value at end of period	\$27.59	\$27.73	\$20.58	\$17.58	\$18.47	\$14.56	\$11.40	\$17.21	\$17.83	\$15.41
Number of accumulation units outstanding at end of period	5,509	5,635	5,963	6,073	6,718	7,079	8,901	11,590	12,150	11,321
<b>OPENHEIMER MAIN STREET SMALL CAP FUND®/A (SERVICE SHARES)</b>										
(Funds were first received in this option during December 2005)										
Value at beginning of period	\$29.56	\$21.25	\$18.26	\$18.92	\$15.54	\$11.48	\$18.73	\$19.20	\$16.93	\$17.10
Value at end of period	\$32.64	\$29.56	\$21.25	\$18.26	\$18.92	\$15.54	\$11.48	\$18.73	\$19.20	\$16.93
Number of accumulation units outstanding at end of period	626	653	720	767	743	811	867	980	1,482	123
<b>PIMCO VIT REAL RETURN PORTFOLIO (ADMINISTRATIVE CLASS)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$13.41	\$14.94	\$13.89	\$12.87	\$11.76	\$10.05	\$10.93	\$10.00	\$10.03	\$9.99
Value at end of period	\$13.67	\$13.41	\$14.94	\$13.89	\$12.57	\$11.76	\$10.05	\$10.93	\$10.00	\$10.03
Number of accumulation units outstanding at end of period	0	405	1,772	2,355	0	0	2,540	2,308	2,268	3,823
<b>PIONEER EQUITY INCOME VCT PORTFOLIO (CLASS II)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$19.00	\$14.91	\$13.71	\$13.11	\$11.12	\$9.87	\$14.36	\$14.44	\$11.95	\$11.45
Value at end of period	\$21.19	\$19.00	\$14.91	\$13.71	\$13.11	\$11.12	\$9.87	\$14.36	\$14.44	\$11.95
Number of accumulation units outstanding at end of period	10,902	14,048	15,134	16,397	17,926	19,977	24,245	27,908	24,210	9,715
<b>VOYA AGGREGATE BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$15.83	\$16.31	\$15.29	\$14.97	\$14.07	\$12.64	\$12.80	\$11.83	\$11.50	\$11.39
Value at end of period	\$16.47	\$15.83	\$16.31	\$15.29	\$14.97	\$14.07	\$12.64	\$12.80	\$11.83	\$11.50
Number of accumulation units outstanding at end of period	1,555	2,934	3,079	3,243	3,612	4,159	4,649	5,609	5,380	2,507
<b>VOYA BALANCED PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$16.73	\$14.54	\$12.95	\$13.31	\$11.82	\$10.05	\$14.17	\$13.61	\$12.55	\$12.20
Value at end of period	\$17.53	\$16.73	\$14.54	\$12.95	\$13.31	\$11.82	\$10.05	\$14.17	\$13.61	\$12.55
Number of accumulation units outstanding at end of period	11,043	11,170	12,454	12,509	13,082	14,741	13,190	15,208	17,742	13,357
<b>VOYA GLOBAL BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$13.68	\$14.46	\$13.58	\$13.26	\$11.61	\$9.67	\$11.61	\$10.81	\$10.10	\$10.01
Value at end of period	\$13.55	\$13.68	\$14.46	\$13.58	\$13.26	\$11.61	\$9.67	\$11.61	\$10.81	\$10.10
Number of accumulation units outstanding at end of period	1,762	4,861	5,690	5,912	6,317	7,385	7,112	8,147	9,614	5,235
<b>VOYA GLOBAL VALUE ADVANTAGE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2012)										
Value at beginning of period	\$9.98	\$8.88	\$8.42							
Value at end of period	\$10.35	\$9.98	\$8.88							
Number of accumulation units outstanding at end of period	918	964	1,853							
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during January 2011)										
Value at beginning of period	\$14.07	\$10.93	\$9.60	\$9.99						
Value at end of period	\$15.33	\$14.07	\$10.93	\$9.60						
Number of accumulation units outstanding at end of period	24,169	31,692	36,783	52,058						
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$21.24	\$16.48	\$14.43	\$14.66	\$13.03	\$10.13	\$16.47	\$15.55	\$13.82	
Value at end of period	\$23.20	\$21.24	\$16.48	\$14.43	\$14.66	\$13.03	\$10.13	\$16.47	\$15.55	
Number of accumulation units outstanding at end of period	13,775	14,275	9,616	13,071	13,463	12,341	12,283	13,618	14,396	

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA HIGH YIELD PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$17.96	\$17.19	\$15.25	\$14.76	\$13.07	\$8.84	\$11.54	\$11.35	\$10.53	\$10.40
Value at end of period	\$17.97	\$17.96	\$17.19	\$15.25	\$14.76	\$13.07	\$8.84	\$11.54	\$11.35	\$10.53
Number of accumulation units outstanding at end of period	8,516	11,594	10,080	11,879	13,829	14,907	15,574	17,386	15,686	1,439
<b>VOYA INDEX PLUS LARGE CAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$14.84	\$11.31	\$10.02	\$10.17	\$9.05	\$7.44	\$12.01	\$11.59	\$10.26	\$9.86
Value at end of period	\$16.66	\$14.84	\$11.31	\$10.02	\$10.17	\$9.05	\$7.44	\$12.01	\$11.59	\$10.26
Number of accumulation units outstanding at end of period	11,120	11,413	11,727	14,259	16,528	17,194	16,874	17,231	16,698	2,654
<b>VOYA INDEX PLUS MIDCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.02	\$17.34	\$14.94	\$15.32	\$12.74	\$9.80	\$15.91	\$15.28	\$14.16	\$12.92
Value at end of period	\$24.89	\$23.02	\$17.34	\$14.94	\$15.32	\$12.74	\$9.80	\$15.28	\$14.16	\$12.92
Number of accumulation units outstanding at end of period	3,629	3,866	3,938	4,105	6,072	9,314	9,834	13,262	17,014	7,027
<b>VOYA INDEX PLUS SMALLCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.08	\$16.40	\$14.79	\$15.10	\$12.47	\$10.12	\$15.43	\$16.69	\$14.87	\$14.05
Value at end of period	\$24.02	\$23.08	\$16.40	\$14.79	\$15.10	\$12.47	\$10.12	\$15.43	\$16.69	\$14.87
Number of accumulation units outstanding at end of period	1,135	1,166	641	668	2,102	3,877	4,556	4,701	5,994	836
<b>VOYA INTERMEDIATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$15.35	\$15.58	\$14.44	\$13.61	\$12.57	\$11.42	\$12.64	\$12.09	\$11.78	\$11.57
Value at end of period	\$16.17	\$15.35	\$14.44	\$14.44	\$13.61	\$12.57	\$11.42	\$12.64	\$12.09	\$11.78
Number of accumulation units outstanding at end of period	56,572	19,480	16,671	17,788	20,839	24,096	27,344	43,725	38,570	4,476
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during March 2014)										
Value at beginning of period	\$10.20									
Value at end of period	\$9.72									
Number of accumulation units outstanding at end of period	11,080									
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2009)										
Value at beginning of period	\$18.05	\$15.07	\$12.86	\$14.85	\$13.95	\$12.86				
Value at end of period	\$16.75	\$18.05	\$15.07	\$12.86	\$14.85	\$13.95				
Number of accumulation units outstanding at end of period	3,158	3,110	4,178	4,185	4,253	4,336				
<b>VOYA INTERNATIONAL VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.42	\$13.73	\$11.67	\$13.88	\$13.71	\$10.99	\$19.26	\$17.22	\$13.52	\$12.53
Value at end of period	\$15.40	\$16.42	\$13.73	\$11.67	\$13.88	\$13.71	\$10.99	\$17.22	\$13.52	\$12.53
Number of accumulation units outstanding at end of period	9,305	9,436	9,563	9,760	10,000	12,494	12,551	18,517	19,176	2,353
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during July 2012)										
Value at beginning of period	\$13.33	\$10.34	\$9.85							
Value at end of period	\$14.90	\$13.33	\$10.34							
Number of accumulation units outstanding at end of period	38,531	42,520	41,775							
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during December 2005)										
Value at beginning of period	\$22.65	\$17.53	\$15.05	\$14.88	\$13.17	\$9.35	\$13.05	\$11.82	\$11.32	\$11.51
Value at end of period	\$25.39	\$22.65	\$17.53	\$15.05	\$14.88	\$13.17	\$9.35	\$13.05	\$11.82	\$11.51
Number of accumulation units outstanding at end of period	55,658	54,790	4,451	4,518	1,250	1,246	279	323	343	317
<b>VOYA LARGE CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2013)										
Value at beginning of period	\$11.08	\$10.10								
Value at end of period	\$12.02	\$11.08								
Number of accumulation units outstanding at end of period	18,044	13,482								

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA LIQUID ASSETS PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2005)										
Value at beginning of period	\$17.26	\$17.44	\$17.64	\$17.83	\$18.02	\$18.17	\$17.93	\$17.28	\$16.69	\$16.50
Value at end of period	\$17.07	\$17.26	\$17.44	\$17.64	\$17.83	\$18.02	\$18.17	\$17.93	\$17.28	\$16.69
Number of accumulation units outstanding at end of period	3,216	1,289	1,677	1,798	2,206	21,106	20,586	19,582	12,197	1,000
<b>VOYA MIDCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2006)										
Value at beginning of period	\$24.51	\$18.82	\$16.71	\$17.03	\$13.25	\$9.50	\$15.42	\$12.43	\$12.95	
Value at end of period	\$26.32	\$24.51	\$18.82	\$16.71	\$17.03	\$13.25	\$9.50	\$15.42	\$12.43	
Number of accumulation units outstanding at end of period	1,442	2,399	349	1,006	1,024	1,042	1,409	1,213	1,179	
<b>VOYA RUSSELL™ LARGE CAP GROWTH INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2009)										
Value at beginning of period	\$21.40	\$16.43	\$14.54	\$14.15	\$12.72	\$10.85				
Value at end of period	\$23.86	\$21.40	\$16.43	\$14.54	\$14.15	\$12.72				
Number of accumulation units outstanding at end of period	478	502	522	529	561	880				
<b>VOYA SMALL CAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2013)										
Value at beginning of period	\$15.21	\$13.67								
Value at end of period	\$15.85	\$15.21								
Number of accumulation units outstanding at end of period	2,815	3,352								
<b>VOYA SMALL COMPANY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$23.45	\$17.26	\$15.27	\$15.87	\$12.94	\$10.28	\$15.12	\$14.46	\$12.60	\$11.58
Value at end of period	\$24.64	\$23.45	\$17.26	\$15.27	\$15.87	\$12.94	\$10.28	\$15.12	\$14.46	\$12.60
Number of accumulation units outstanding at end of period	0	0	0	1,176	1,217	3,108	3,638	3,743	3,843	2,162
<b>VOYA SOLUTION 2015 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$13.63	\$12.63	\$11.45	\$11.67	\$10.60	\$8.76	\$12.12	\$11.71	\$10.69	\$10.39
Value at end of period	\$14.25	\$13.63	\$12.63	\$11.45	\$11.67	\$10.60	\$8.76	\$12.12	\$11.71	\$10.69
Number of accumulation units outstanding at end of period	29,717	30,014	28,258	27,944	29,551	29,921	26,283	36,351	36,516	15,279
<b>VOYA SOLUTION 2025 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2006)										
Value at beginning of period	\$14.25	\$12.39	\$11.04	\$11.52	\$10.24	\$8.23	\$12.58	\$12.16	\$11.16	
Value at end of period	\$14.88	\$14.25	\$12.39	\$11.04	\$11.52	\$10.24	\$8.23	\$12.58	\$12.16	
Number of accumulation units outstanding at end of period	0	0	0	0	825	822	844	877	888	
<b>VOYA SOLUTION 2045 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2006)										
Value at beginning of period	\$15.29	\$12.52	\$10.96	\$11.69	\$10.26	\$7.99	\$-13.44	\$12.84	\$12.00	
Value at end of period	\$16.04	\$15.29	\$12.52	\$10.96	\$11.69	\$10.26	\$-7.99	\$13.44	\$12.84	
Number of accumulation units outstanding at end of period	0	0	0	0	0	0	0	0	10,191	
<b>VOYA SOLUTION INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2007)										
Value at beginning of period	\$13.45	\$12.72	\$11.71	\$11.80	\$10.89	\$9.39	\$11.40	\$11.53		
Value at end of period	\$14.07	\$13.45	\$12.72	\$11.71	\$11.80	\$10.89	\$9.39	\$11.40		
Number of accumulation units outstanding at end of period	0	0	0	0	0	0	2,798	2,796		
<b>VOYA STRATEGIC ALLOCATION CONSERVATIVE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2007)										
Value at beginning of period	\$17.71	\$16.02	\$14.46	\$14.40	\$13.13	\$11.27	\$14.98	\$15.09		
Value at end of period	\$18.63	\$17.71	\$16.02	\$14.46	\$14.40	\$13.13	\$11.27	\$14.98		
Number of accumulation units outstanding at end of period	0	0	0	0	0	0	2,137	2,137		

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA STRATEGIC ALLOCATION GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during December 2005)										
Value at beginning of period	\$20.52	\$16.99	\$14.98	\$15.64	\$14.02	\$11.35	\$17.98	\$17.35	\$15.54	\$15.61
Value at end of period	\$21.56	\$20.52	\$16.99	\$14.98	\$15.64	\$14.02	\$11.35	\$17.98	\$17.35	\$15.54
Number of accumulation units outstanding at end of period	0	0	0	0	608	601	612	932	946	322
<b>VOYA STRATEGIC ALLOCATION MODERATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$18.98	\$16.51	\$14.72	\$15.02	\$13.59	\$11.31	\$16.48	\$15.83	\$14.45	\$13.88
Value at end of period	\$19.99	\$18.98	\$16.51	\$14.72	\$15.02	\$13.59	\$11.31	\$16.48	\$15.83	\$14.45
Number of accumulation units outstanding at end of period	2,733	2,762	2,751	2,772	2,866	2,897	2,832	3,724	5,714	2,644
<b>VOYA U.S. BOND INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2008)										
Value at beginning of period	\$11.65	\$12.11	\$11.82	\$11.18	\$10.67	\$10.22	\$10.00			
Value at end of period	\$12.15	\$11.65	\$12.11	\$11.82	\$11.18	\$10.67	\$10.22			
Number of accumulation units outstanding at end of period	1,339	1,378	7,081	7,261	8,022	11,193	910			
<b>VY@AMERICAN CENTURY SMALL-MID CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during January 2009)										
Value at beginning of period	\$25.63	\$19.73	\$17.14	\$17.90	\$14.83	\$10.23				
Value at end of period	\$28.51	\$25.63	\$19.73	\$17.14	\$17.90	\$14.83				
Number of accumulation units outstanding at end of period	355	379	451	471	492	426				
<b>VY@BARON GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2010)										
Value at beginning of period	\$29.46	\$21.45	\$18.13	\$17.93	\$14.33	\$10.72	\$18.45	\$17.58	\$15.42	\$14.53
Value at end of period	\$30.40	\$29.46	\$21.45	\$18.13	\$17.93	\$14.33	\$10.72	\$18.45	\$17.58	\$15.42
Number of accumulation units outstanding at end of period	5,571	5,912	4,896	5,084	3,970	4,932	5,406	7,298	12,438	7,212
<b>VY@BLACKROCK INFLATION PROTECTED BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2010)										
Value at beginning of period	\$11.65	\$12.90	\$12.26	\$11.07	\$10.96					
Value at end of period	\$11.81	\$11.65	\$12.90	\$12.26	\$11.07					
Number of accumulation units outstanding at end of period	727	732	3,035	3,054	1,570					
<b>VY@CLARION GLOBAL REAL ESTATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2008)										
Value at beginning of period	\$10.31	\$10.05	\$8.09	\$8.63	\$7.52	\$5.70	\$8.30			
Value at end of period	\$11.60	\$10.31	\$10.05	\$8.09	\$8.63	\$7.52	\$5.70			
Number of accumulation units outstanding at end of period	4,275	4,473	2,562	2,707	3,857	3,467	6,800			
<b>VY@COLUMBIA CONTRARIAN CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2008)										
Value at beginning of period	\$15.89	\$11.92	\$10.74	\$11.39	\$7.52	\$5.70	\$8.30			
Value at end of period	\$17.72	\$15.89	\$11.92	\$10.74	\$11.39	\$7.52	\$5.70			
Number of accumulation units outstanding at end of period	0	0	0	0	0	3,467	6,800			
<b>VY@INVESCO COMSTOCK PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$19.25	\$14.42	\$12.29	\$12.69	\$11.14	\$8.77	\$13.96	\$14.44	\$12.60	\$12.31
Value at end of period	\$20.78	\$19.25	\$14.42	\$12.29	\$12.69	\$11.14	\$8.77	\$13.96	\$14.44	\$12.60
Number of accumulation units outstanding at end of period	16,117	16,251	16,833	13,439	14,784	16,919	16,939	21,660	24,727	4,552
<b>VY@INVESCO EQUITY AND INCOME PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$17.14	\$13.87	\$12.43	\$12.71	\$11.44	\$9.43	\$12.44	\$12.15	\$10.90	\$10.06
Value at end of period	\$18.47	\$17.14	\$13.87	\$12.43	\$12.71	\$11.44	\$9.43	\$12.44	\$12.15	\$10.90
Number of accumulation units outstanding at end of period	0	4,783	4,782	4,784	4,782	5,416	5,414	5,416	5,415	5,416

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$16.96	\$13.76	\$12.36	\$12.67	\$11.43	\$9.45	\$12.50	\$12.23	\$11.00	\$10.74
Value at end of period	\$18.23	\$16.96	\$13.76	\$12.36	\$12.67	\$11.43	\$9.45	\$12.50	\$12.23	\$11.00
Number of accumulation units outstanding at end of period	46,413	34,520	32,150	31,974	32,768	35,837	38,897	48,789	57,352	34,481
<b>VY@ JPMORGAN EMERGING MARKETS EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2008)										
Value at beginning of period	\$9.40	\$10.08	\$8.56	\$10.59	\$8.90	\$5.24	\$10.11			
Value at end of period	\$9.38	\$9.40	\$10.08	\$8.56	\$10.59	\$8.90	\$5.24			
Number of accumulation units outstanding at end of period	754	2,012	8,980	9,928	10,170	8,445	5,814			
<b>VY@ JPMORGAN MID CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$27.42	\$21.08	\$17.76	\$17.64	\$14.50	\$11.67	\$17.62	\$17.41	\$15.11	\$15.09
Value at end of period	\$31.19	\$27.42	\$21.08	\$17.76	\$17.64	\$14.50	\$11.67	\$17.62	\$17.41	\$15.11
Number of accumulation units outstanding at end of period	4,090	4,232	4,600	4,807	5,150	5,798	5,840	10,630	9,961	3,129
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$19.03	\$15.13	\$12.57	\$13.84	\$12.06	\$8.73	\$14.79	\$14.04	\$12.03	\$10.06
Value at end of period	\$19.26	\$19.03	\$15.13	\$12.57	\$13.84	\$12.06	\$8.73	\$14.79	\$14.04	\$12.03
Number of accumulation units outstanding at end of period	0	0	0	0	0	1,260	1,261	1,261	4,171	6,672
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2005)										
Value at beginning of period	\$21.45	\$17.10	\$14.25	\$15.73	\$13.73	\$9.96	\$16.93	\$16.09	\$13.84	\$12.23
Value at end of period	\$21.66	\$21.45	\$17.10	\$14.25	\$15.73	\$13.73	\$9.96	\$16.93	\$16.09	\$13.84
Number of accumulation units outstanding at end of period	19,828	20,476	20,617	22,131	23,624	26,385	29,436	38,005	49,555	25,663
<b>VY@ T. ROWE PRICE CAPITAL APPRECIATION PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2008)										
Value at beginning of period	\$15.07	\$12.47	\$11.02	\$10.83	\$9.60	\$7.28	\$9.70			
Value at end of period	\$16.72	\$15.07	\$12.47	\$11.02	\$10.83	\$9.60	\$7.28			
Number of accumulation units outstanding at end of period	11,759	13,206	19,235	21,042	22,825	8,710	1,665			
<b>VY@ T. ROWE PRICE DIVERSIFIED MID CAP GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$20.31	\$15.24	\$13.30	\$13.99	\$11.04	\$7.65	\$13.63	\$12.20	\$11.95	
Value at end of period	\$22.43	\$20.31	\$15.24	\$13.30	\$13.99	\$11.04	\$7.65	\$13.63	\$12.20	
Number of accumulation units outstanding at end of period	3,196	3,247	3,257	3,265	3,322	3,440	3,456	3,457	3,522	
<b>VY@ T. ROWE PRICE EQUITY INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during October 2005)										
Value at beginning of period	\$16.70	\$13.02	\$11.23	\$11.46	\$10.08	\$8.15	\$12.82	\$12.58	\$10.68	\$10.25
Value at end of period	\$17.75	\$16.70	\$13.02	\$11.23	\$11.46	\$10.08	\$8.15	\$12.82	\$12.58	\$10.68
Number of accumulation units outstanding at end of period	41,562	42,329	45,478	53,468	55,002	56,996	55,956	56,464	50,900	11,952
<b>VY@ T. ROWE PRICE GROWTH EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2008)										
Value at beginning of period	\$19.45	\$14.16	\$12.07	\$12.37	\$10.73	\$7.60	\$13.34	\$12.30	\$11.01	\$10.51
Value at end of period	\$20.86	\$19.45	\$14.16	\$12.07	\$12.37	\$10.73	\$7.60	\$13.34	\$12.30	\$11.01
Number of accumulation units outstanding at end of period	17,732	17,956	17,738	13,849	14,043	13,334	13,434	20,025	11,264	1,294
<b>VY@ TEMPLETON FOREIGN EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2008)										
Value at beginning of period	\$10.62	\$8.95	\$7.63	\$8.79	\$8.18	\$6.28	\$10.20			
Value at end of period	\$9.78	\$10.62	\$8.95	\$7.63	\$8.79	\$6.28	\$10.20			
Number of accumulation units outstanding at end of period	6,869	6,528	6,248	8,706	8,582	5,984	6,283			

## Condensed Financial Information (continued)

### Separate Account Annual Charges of 1.20%

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>FIDELITY® VIP EQUITY-INCOME PORTFOLIO (SERVICE CLASS 2)</b>										
Value at beginning of period	\$19.05	\$15.08	\$13.04	\$13.12	\$11.55	\$9.00	\$15.93	\$15.92	\$13.44	\$12.88
Value at end of period	\$20.42	\$19.05	\$15.08	\$13.04	\$13.12	\$11.55	\$9.00	\$15.93	\$13.44	\$13.44
Number of accumulation units outstanding at end of period	81,012	86,828	89,085	91,515	106,818	115,338	97,876	68,774	32,915	23,551
<b>FRANKLIN SMALL CAP VALUE VIP FUND (CLASS 2)</b>										
Value at beginning of period	\$28.58	\$21.23	\$18.15	\$19.09	\$15.07	\$11.81	\$17.84	\$18.50	\$16.01	\$14.89
Value at end of period	\$28.40	\$28.58	\$21.23	\$18.15	\$19.09	\$15.07	\$11.81	\$17.84	\$16.01	\$16.01
Number of accumulation units outstanding at end of period	158,322	168,613	196,355	214,680	228,066	224,143	165,927	117,874	56,765	18,533
<b>OPPENHEIMER MAIN STREET SMALL CAP FUND®/VA (SERVICE SHARES)</b> (Funds were first received in this option during January 2007)										
Value at beginning of period	\$29.30	\$21.09	\$18.14	\$18.81	\$15.47	\$11.44	\$18.68	\$19.56		
Value at end of period	\$32.33	\$29.30	\$21.09	\$18.14	\$18.81	\$15.47	\$11.44	\$18.68		
Number of accumulation units outstanding at end of period	7,539	7,079	7,002	6,867	7,381	6,754	3,297	2,907		
<b>PIMCO VIT REAL RETURN PORTFOLIO (ADMINISTRATIVE CLASS)</b> (Funds were first received in this option during August 2005)										
Value at beginning of period	\$13.29	\$14.82	\$13.79	\$12.50	\$11.70	\$10.01	\$10.90	\$9.98	\$10.02	\$9.96
Value at end of period	\$13.54	\$13.29	\$14.82	\$13.79	\$12.50	\$11.70	\$10.01	\$10.90	\$9.98	\$10.02
Number of accumulation units outstanding at end of period	98,115	122,230	177,618	172,909	116,289	114,207	69,434	20,344	9,642	1,271
<b>PIONEER EQUITY INCOME VCT PORTFOLIO (CLASS II)</b>										
Value at beginning of period	\$21.37	\$16.79	\$15.46	\$14.79	\$12.55	\$11.16	\$16.24	\$16.35	\$13.55	\$13.00
Value at end of period	\$23.81	\$21.37	\$16.79	\$15.46	\$14.79	\$12.55	\$11.16	\$16.24	\$13.55	\$13.55
Number of accumulation units outstanding at end of period	129,184	135,265	149,128	169,403	184,835	203,515	183,805	170,555	71,803	31,852
<b>VOYA AGGREGATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$14.50	\$14.96	\$14.04	\$13.76	\$12.95	\$11.64	\$11.80	\$10.92	\$10.62	\$10.53
Value at end of period	\$15.07	\$14.50	\$14.96	\$14.04	\$13.76	\$12.95	\$11.64	\$11.80	\$10.92	\$10.62
Number of accumulation units outstanding at end of period	25,450	28,921	35,047	44,285	53,838	63,013	70,639	45,568	43,588	45,286
<b>VOYA BALANCED PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$16.16	\$14.06	\$12.54	\$12.89	\$11.47	\$9.76	\$13.77	\$13.24	\$12.22	\$11.89
Value at end of period	\$16.92	\$16.16	\$14.06	\$12.54	\$12.89	\$11.47	\$9.76	\$13.77	\$13.24	\$12.22
Number of accumulation units outstanding at end of period	28,200	34,121	39,053	42,276	47,597	55,088	55,562	41,378	16,674	10,588
<b>VOYA GLOBAL BOND PORTFOLIO (CLASS S)</b> (Funds were first received in this option during April 2005)										
Value at beginning of period	\$13.56	\$14.34	\$13.49	\$13.19	\$11.55	\$9.64	\$11.58	\$10.79	\$10.09	\$10.01
Value at end of period	\$13.42	\$13.56	\$14.34	\$13.49	\$13.19	\$11.55	\$9.64	\$11.58	\$10.79	\$10.09
Number of accumulation units outstanding at end of period	56,198	60,712	68,444	71,966	74,377	73,244	85,178	68,289	35,991	34,020
<b>VOYA GLOBAL VALUE ADVANTAGE PORTFOLIO (CLASS S)</b> (Funds were first received in this option during February 2008)										
Value at beginning of period	\$9.92	\$8.83	\$7.77	\$8.18	\$7.82	\$6.09	\$9.74			
Value at end of period	\$10.27	\$9.92	\$8.83	\$7.77	\$8.18	\$6.09	\$9.74			
Number of accumulation units outstanding at end of period	28,318	31,307	34,267	35,039	37,118	35,840	15,434			
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS ADV)</b> (Funds were first received in this option during January 2011)										
Value at beginning of period	\$14.03	\$10.91	\$9.59	\$9.99						
Value at end of period	\$15.27	\$14.03	\$10.91	\$9.59						
Number of accumulation units outstanding at end of period	189,482	201,118	232,529	261,415						

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.05	\$15.57	\$13.65	\$13.88	\$12.35	\$9.61	\$15.64	\$14.78	\$13.15	\$12.33
Value at end of period	\$21.88	\$20.05	\$15.57	\$13.65	\$13.88	\$12.35	\$9.61	\$15.64	\$14.78	\$13.15
Number of accumulation units outstanding at end of period	34,838	39,303	20,912	38,521	40,318	36,826	35,140	17,604	17,612	11,403
<b>VOYA HIGH YIELD PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2005)										
Value at beginning of period	\$17.80	\$17.06	\$15.14	\$14.68	\$13.00	\$8.81	\$11.51	\$11.33	\$10.52	\$10.44
Value at end of period	\$17.80	\$17.80	\$17.06	\$15.14	\$14.68	\$13.00	\$8.81	\$11.33	\$11.33	\$10.52
Number of accumulation units outstanding at end of period	57,914	59,813	50,011	49,248	53,376	50,455	31,363	23,496	6,814	1,705
<b>VOYA INDEX PLUS LARGE CAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$18.64	\$14.22	\$12.61	\$12.81	\$11.41	\$9.39	\$15.18	\$14.66	\$12.99	\$12.50
Value at end of period	\$20.90	\$18.64	\$14.22	\$12.81	\$12.81	\$11.41	\$9.39	\$15.18	\$14.66	\$12.50
Number of accumulation units outstanding at end of period	28,174	36,037	47,057	51,641	69,817	87,218	96,454	97,961	84,322	75,466
<b>VOYA INDEX PLUS MIDCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$24.09	\$18.16	\$15.66	\$16.07	\$13.38	\$10.30	\$16.75	\$16.10	\$14.94	\$13.64
Value at end of period	\$26.01	\$24.09	\$18.16	\$15.66	\$16.07	\$13.38	\$10.30	\$16.75	\$16.10	\$14.94
Number of accumulation units outstanding at end of period	67,723	71,105	80,479	92,273	103,862	110,986	117,944	109,533	78,990	45,744
<b>VOYA INDEX PLUS SMALLCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.54	\$16.75	\$15.11	\$15.45	\$12.77	\$10.38	\$15.83	\$17.14	\$15.29	\$14.41
Value at end of period	\$24.48	\$23.54	\$16.75	\$15.11	\$15.45	\$12.77	\$10.38	\$17.14	\$17.14	\$15.29
Number of accumulation units outstanding at end of period	15,095	17,994	21,550	25,527	30,916	35,396	39,446	36,877	27,290	17,733
<b>VOYA INTERMEDIATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$14.06	\$14.28	\$13.25	\$12.50	\$11.55	\$10.51	\$11.64	\$11.15	\$10.87	\$10.69
Value at end of period	\$14.79	\$14.06	\$14.28	\$13.25	\$12.50	\$11.55	\$10.51	\$11.64	\$11.15	\$10.87
Number of accumulation units outstanding at end of period	1,300,772	881,233	890,271	974,330	1,053,124	1,094,538	867,104	657,328	238,379	45,661
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during March 2014)										
Value at beginning of period	\$10.19									
Value at end of period	\$9.72									
Number of accumulation units outstanding at end of period	549,577									
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2009)										
Value at beginning of period	\$17.96	\$15.01	\$12.82	\$14.82	\$13.94	\$12.86				
Value at end of period	\$16.65	\$17.96	\$15.01	\$12.82	\$14.82	\$13.94				
Number of accumulation units outstanding at end of period	28,392	29,730	34,508	39,108	54,364	69,714				
<b>VOYA INTERNATIONAL VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$18.08	\$15.14	\$12.87	\$15.32	\$15.15	\$12.16	\$21.33	\$19.10	\$15.00	\$13.93
Value at end of period	\$16.94	\$18.08	\$15.14	\$12.87	\$15.32	\$15.15	\$12.16	\$21.33	\$19.10	\$15.00
Number of accumulation units outstanding at end of period	106,402	110,282	123,247	127,535	146,818	154,015	146,519	90,266	49,957	19,032
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during June 2012)										
Value at beginning of period	\$13.30	\$10.33	\$9.56							
Value at end of period	\$14.86	\$13.30	\$10.33							
Number of accumulation units outstanding at end of period	608,036	666,596	766,267							
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2005)										
Value at beginning of period	\$22.45	\$17.40	\$14.95	\$14.80	\$13.11	\$9.31	\$13.01	\$11.80	\$11.31	\$10.74
Value at end of period	\$25.15	\$22.45	\$17.40	\$14.95	\$14.80	\$13.11	\$9.31	\$13.01	\$11.80	\$11.31
Number of accumulation units outstanding at end of period	530,593	589,201	22,260	22,644	10,172	9,001	713	457	457	601

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA LARGE CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2013)										
Value at beginning of period	\$11.08	\$10.10								
Value at end of period	\$12.01	\$11.08								
Number of accumulation units outstanding at end of period	427,336	289,739								
<b>VOYA LIQUID ASSETS PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$10.36	\$10.49	\$10.61	\$10.74	\$10.87	\$10.96	\$10.83	\$10.45	\$10.10	\$9.95
Value at end of period	\$10.24	\$10.36	\$10.49	\$10.61	\$10.74	\$10.87	\$10.96	\$10.83	\$10.45	\$10.10
Number of accumulation units outstanding at end of period	162,582	215,700	100,115	129,188	133,842	134,423	195,690	123,786	24,130	40,551
<b>VOYA MIDCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$28.99	\$22.29	\$19.80	\$20.20	\$15.73	\$11.29	\$18.35	\$14.80	\$13.92	\$12.79
Value at end of period	\$31.10	\$28.99	\$22.29	\$19.80	\$20.20	\$15.73	\$11.29	\$18.35	\$14.80	\$13.92
Number of accumulation units outstanding at end of period	55,592	59,045	57,875	54,622	51,681	45,889	32,638	4,517	32	32
<b>VOYA MULTI-MANAGER LARGE CAP CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2005)										
Value at beginning of period	\$15.77	\$12.25	\$11.24	\$11.92	\$10.42	\$8.49	\$13.17	\$12.68	\$11.00	\$10.67
Value at end of period	\$17.92	\$15.77	\$12.25	\$11.24	\$11.92	\$10.42	\$8.49	\$13.17	\$12.68	\$11.00
Number of accumulation units outstanding at end of period	7,636	12,812	13,229	23,610	19,154	17,078	17,117	9,553	9,743	1,989
<b>VOYA RUSSELL™ LARGE CAP GROWTH INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2009)										
Value at beginning of period	\$21.29	\$16.37	\$14.50	\$14.12	\$12.71	\$10.85				
Value at end of period	\$23.72	\$21.29	\$16.37	\$14.50	\$14.12	\$12.71				
Number of accumulation units outstanding at end of period	4,995	9,064	7,698	7,197	8,686	8,191				
<b>VOYA SMALLCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$28.46	\$20.77	\$18.29	\$18.41	\$14.11	\$10.92	\$16.91	\$15.58	\$14.04	\$13.05
Value at end of period	\$29.62	\$28.46	\$20.77	\$18.41	\$14.11	\$10.92	\$16.91	\$15.58	\$14.04	\$13.05
Number of accumulation units outstanding at end of period	26,482	24,343	23,529	22,023	22,364	19,963	13,608	1,373	699	31
<b>VOYA SMALL COMPANY PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$26.77	\$19.72	\$17.47	\$18.17	\$14.83	\$11.80	\$17.36	\$16.63	\$14.50	\$13.34
Value at end of period	\$28.10	\$26.77	\$19.72	\$17.47	\$14.83	\$11.80	\$17.36	\$16.63	\$14.50	\$13.34
Number of accumulation units outstanding at end of period	39,452	40,908	49,534	54,353	68,908	69,544	66,563	48,294	30,105	18,321
<b>VOYA SOLUTION 2015 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2006)										
Value at beginning of period	\$13.51	\$12.53	\$11.38	\$11.60	\$10.55	\$8.73	\$12.08	\$11.69	\$11.03	
Value at end of period	\$14.11	\$13.51	\$12.53	\$11.38	\$11.60	\$10.55	\$8.73	\$12.08	\$11.69	
Number of accumulation units outstanding at end of period	120,151	175,221	175,606	181,717	229,723	246,962	153,943	111,208	31,400	
<b>VOYA SOLUTION 2025 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2006)										
Value at beginning of period	\$14.13	\$12.29	\$10.97	\$11.45	\$10.19	\$8.20	\$12.55	\$12.14	\$11.19	
Value at end of period	\$14.74	\$14.13	\$12.29	\$10.97	\$11.45	\$10.19	\$8.20	\$12.55	\$12.14	
Number of accumulation units outstanding at end of period	87,131	89,954	123,620	134,364	155,552	155,852	98,795	89,335	7,323	
<b>VOYA SOLUTION 2035 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2006)										
Value at beginning of period	\$14.78	\$12.43	\$10.93	\$11.60	\$10.25	\$8.08	\$12.99	\$12.48	\$11.01	
Value at end of period	\$15.43	\$14.78	\$12.43	\$10.93	\$11.60	\$10.25	\$8.08	\$12.99	\$12.48	
Number of accumulation units outstanding at end of period	34,391	36,034	48,048	100,523	101,660	112,751	96,231	93,362	2,606	
<b>VOYA SOLUTION 2045 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2006)										
Value at beginning of period	\$15.15	\$12.42	\$10.89	\$11.62	\$10.22	\$7.96	\$13.40	\$12.82	\$11.51	
Value at end of period	\$15.88	\$15.15	\$12.42	\$10.89	\$11.62	\$7.96	\$13.40	\$12.82	\$11.51	
Number of accumulation units outstanding at end of period	10,381	13,693	15,026	15,909	17,522	18,715	34,343	32,484	8,211	

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA SOLUTION INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2006)										
Value at beginning of period	\$13.34	\$12.62	\$11.64	\$11.73	\$10.84	\$9.36	\$11.37	\$10.93	\$10.37	
Value at end of period	\$13.94	\$13.34	\$12.62	\$11.64	\$11.73	\$10.84	\$9.36	\$11.37	\$10.93	
Number of accumulation units outstanding at end of period	38,590	29,571	32,117	49,961	58,335	79,768	77,340	76,366	12,936	
<b>VOYA STRATEGIC ALLOCATION CONSERVATIVE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$17.55	\$15.90	\$14.37	\$14.32	\$13.07	\$11.23	\$14.94	\$14.33	\$13.69	
Value at end of period	\$18.45	\$17.55	\$15.90	\$14.37	\$14.32	\$13.07	\$11.23	\$14.94	\$14.33	
Number of accumulation units outstanding at end of period	16,690	23,229	10,663	11,203	11,974	12,319	9,367	11,480	12,184	
<b>VOYA STRATEGIC ALLOCATION GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2006)										
Value at beginning of period	\$20.34	\$16.86	\$14.88	\$15.55	\$13.95	\$11.30	\$17.93	\$17.32	\$16.10	
Value at end of period	\$21.35	\$20.34	\$16.86	\$14.88	\$15.55	\$13.95	\$11.30	\$17.93	\$17.32	
Number of accumulation units outstanding at end of period	7,702	6,933	6,515	6,584	8,081	8,666	7,623	4,050	4,075	
<b>VOYA STRATEGIC ALLOCATION MODERATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2006)										
Value at beginning of period	\$18.82	\$16.38	\$14.62	\$14.93	\$13.52	\$11.27	\$16.43	\$15.80	\$14.44	
Value at end of period	\$19.80	\$18.82	\$16.38	\$14.62	\$14.93	\$13.52	\$11.27	\$16.43	\$15.80	
Number of accumulation units outstanding at end of period	8,463	14,487	6,132	6,332	6,711	8,763	5,610	5,401	5,402	
<b>VOYA U.S. BOND INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$11.58	\$12.06	\$11.78	\$11.15	\$10.65	\$10.22	\$10.00			
Value at end of period	\$12.06	\$11.58	\$12.06	\$11.78	\$11.15	\$10.65	\$10.22			
Number of accumulation units outstanding at end of period	173,540	182,699	193,585	200,615	187,743	164,679	41,528			
<b>VY@ AMERICAN CENTURY SMALL-MID CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2009)										
Value at beginning of period	\$27.65	\$21.30	\$18.53	\$19.37	\$16.06	\$11.98	\$16.52	\$17.22	\$15.10	\$14.17
Value at end of period	\$30.72	\$27.65	\$21.30	\$18.53	\$19.37	\$16.06	\$11.98	\$16.52	\$17.22	\$15.10
Number of accumulation units outstanding at end of period	8,577	8,709	9,866	10,335	10,976	6,165	3,134	1,038	621	1,351
<b>VY@ BARON GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2009)										
Value at beginning of period	\$29.18	\$21.27	\$17.99	\$17.82	\$14.25	\$10.67	\$18.38	\$17.54	\$15.40	\$14.52
Value at end of period	\$30.08	\$29.18	\$21.27	\$17.99	\$17.82	\$14.25	\$10.67	\$18.38	\$17.54	\$15.40
Number of accumulation units outstanding at end of period	137,619	151,384	163,500	178,517	194,526	206,770	170,621	142,690	56,329	13,234
<b>VY@ BLACKROCK INFLATION PROTECTED BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2009)										
Value at beginning of period	\$11.59	\$12.85	\$12.23	\$11.05	\$10.60	\$10.07				
Value at end of period	\$11.74	\$11.59	\$12.85	\$12.23	\$11.05	\$10.60				
Number of accumulation units outstanding at end of period	137,053	149,161	180,515	172,098	134,891	55,441				
<b>VY@ CLARION GLOBAL REAL ESTATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$10.25	\$10.00	\$8.06	\$8.61	\$7.51	\$5.70	\$9.99			
Value at end of period	\$11.53	\$10.25	\$10.00	\$8.06	\$8.61	\$7.51	\$5.70			
Number of accumulation units outstanding at end of period	229,788	252,716	256,095	289,966	331,726	349,853	286,038			
<b>VY@ COLUMBIA CONTRARIAN CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$18.13	\$13.62	\$12.28	\$13.03	\$11.77	\$9.05	\$15.08	\$14.65	\$13.02	\$12.69
Value at end of period	\$20.20	\$18.13	\$13.62	\$12.28	\$13.03	\$11.77	\$9.05	\$15.08	\$14.65	\$13.02
Number of accumulation units outstanding at end of period	11,505	11,226	16,437	17,506	21,488	22,766	12,388	4,671	4,863	1,002

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY@ DFA WORLD EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2008)										
Value at beginning of period	\$12.28	\$9.96	\$8.54	\$9.52	\$7.72	\$6.41	\$5.21			
Value at end of period	\$12.30	\$12.28	\$9.96	\$8.54	\$9.52	\$7.72	\$6.41			
Number of accumulation units outstanding at end of period	32,217	33,681	29,413	31,054	35,111	27,303	3,846			
<b>VY@ FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$13.09	\$10.68	\$9.33	\$9.56	\$8.74	\$6.79	\$10.32			
Value at end of period	\$13.34	\$13.09	\$10.68	\$9.33	\$9.56	\$8.74	\$6.79			
Number of accumulation units outstanding at end of period	18,759	9,049	9,221	9,146	8,496	8,423	7,749			
<b>VY@ INVESCO COMSTOCK PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.68	\$15.50	\$13.23	\$13.67	\$12.02	\$9.46	\$15.08	\$15.62	\$13.65	\$13.35
Value at end of period	\$22.30	\$20.68	\$15.50	\$13.23	\$13.67	\$12.02	\$9.46	\$15.08	\$15.62	\$13.65
Number of accumulation units outstanding at end of period	42,225	50,426	52,843	53,872	67,731	68,612	83,504	88,287	84,377	76,315
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$16.99	\$13.76	\$12.35	\$12.64	\$11.39	\$9.39	\$12.41	\$12.13	\$10.89	\$10.06
Value at end of period	\$18.29	\$16.99	\$13.76	\$12.35	\$12.64	\$11.39	\$9.39	\$12.41	\$12.13	\$10.89
Number of accumulation units outstanding at end of period	648	676	700	726	3,163	8,847	8,818	10,434	14,260	14,265
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2005)										
Value at beginning of period	\$20.40	\$16.56	\$14.90	\$15.28	\$13.81	\$11.42	\$15.12	\$14.82	\$13.34	\$12.66
Value at end of period	\$21.90	\$20.40	\$16.56	\$14.90	\$15.28	\$13.81	\$11.42	\$15.12	\$14.82	\$13.34
Number of accumulation units outstanding at end of period	75,871	54,817	59,336	69,649	79,907	88,652	89,823	94,506	45,723	7,064
<b>VY@ JPMORGAN EMERGING MARKETS EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$9.34	\$10.03	\$8.53	\$10.56	\$8.88	\$5.24	\$10.54			
Value at end of period	\$9.32	\$9.34	\$10.03	\$8.53	\$10.56	\$8.88	\$5.24			
Number of accumulation units outstanding at end of period	366,304	377,503	374,354	374,519	394,562	308,728	161,656			
<b>VY@ JPMORGAN MID CAP VALUE PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$26.29	\$20.23	\$17.06	\$16.96	\$13.96	\$11.24	\$16.99	\$16.81	\$14.60	\$13.62
Value at end of period	\$29.86	\$26.29	\$20.23	\$17.06	\$16.96	\$13.96	\$11.24	\$16.99	\$14.60	\$13.62
Number of accumulation units outstanding at end of period	39,778	44,505	57,925	66,869	86,931	82,431	71,089	68,220	57,811	30,370
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$18.86	\$15.02	\$12.49	\$13.76	\$12.00	\$8.70	\$14.75	\$14.01	\$12.02	\$10.06
Value at end of period	\$19.07	\$18.86	\$15.02	\$12.49	\$13.76	\$12.00	\$8.70	\$14.75	\$14.01	\$12.02
Number of accumulation units outstanding at end of period	9,667	10,238	11,028	15,176	18,689	19,419	36,939	54,370	59,156	87,171
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.25	\$18.55	\$15.47	\$17.09	\$14.94	\$10.85	\$18.45	\$17.56	\$15.12	\$13.51
Value at end of period	\$23.45	\$23.25	\$18.55	\$15.47	\$17.09	\$14.94	\$10.85	\$17.56	\$15.12	\$13.51
Number of accumulation units outstanding at end of period	103,732	111,918	126,879	147,658	172,067	170,446	164,794	172,735	120,893	32,951
<b>VY@ T. ROWE PRICE CAPITAL APPRECIATION PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$14.99	\$12.41	\$10.97	\$10.80	\$9.58	\$7.28	\$10.26			
Value at end of period	\$16.61	\$14.99	\$12.41	\$10.97	\$9.58	\$7.28	\$10.26			
Number of accumulation units outstanding at end of period	416,660	421,195	428,619	451,329	457,744	390,445	187,769			

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY® T. ROWE PRICE DIVERSIFIED MID CAP GROWTH PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$24.73	\$18.57	\$16.22	\$17.09	\$13.50	\$9.36	\$16.70	\$14.95	\$13.89	\$12.90
Value at end of period	\$27.28	\$24.73	\$18.57	\$16.22	\$17.09	\$13.50	\$9.36	\$16.70	\$14.95	\$13.89
Number of accumulation units outstanding at end of period	86,894	98,284	112,954	119,490	126,095	118,036	72,166	36,910	15,707	883
<b>VY® T. ROWE PRICE EQUITY INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2005)										
Value at beginning of period	\$16.56	\$12.92	\$11.15	\$11.39	\$10.03	\$8.12	\$12.78	\$12.55	\$10.67	\$10.31
Value at end of period	\$17.58	\$16.56	\$12.92	\$11.15	\$11.39	\$10.03	\$8.12	\$12.78	\$12.55	\$10.67
Number of accumulation units outstanding at end of period	65,657	72,687	74,770	79,553	98,792	96,536	66,174	38,076	10,049	6,730
<b>VY® T. ROWE PRICE GROWTH EQUITY PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$22.88	\$16.67	\$14.23	\$14.59	\$12.67	\$8.99	\$15.79	\$14.58	\$13.05	\$12.47
Value at end of period	\$24.51	\$22.88	\$16.67	\$14.23	\$14.59	\$12.67	\$8.99	\$15.79	\$14.58	\$13.05
Number of accumulation units outstanding at end of period	44,077	43,037	40,603	37,573	47,285	47,044	43,833	30,690	27,293	25,275
<b>VY® T. ROWE PRICE INTERNATIONAL STOCK PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$9.41	\$8.33	\$7.10	\$8.20	\$7.29	\$5.37	\$10.46			
Value at end of period	\$9.20	\$9.41	\$8.33	\$7.10	\$8.20	\$5.37	\$5.37			
Number of accumulation units outstanding at end of period	37,077	37,660	38,625	42,481	51,752	53,610	46,099			
<b>VY® TEMPLETON FOREIGN EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2008)										
Value at beginning of period	\$10.56	\$8.91	\$7.60	\$8.77	\$8.17	\$6.27	\$10.20			
Value at end of period	\$9.72	\$10.56	\$8.91	\$7.60	\$8.77	\$6.27	\$6.27			
Number of accumulation units outstanding at end of period	58,178	58,223	54,639	59,580	58,914	54,868	35,664			

### Separate Account Annual Charges of 1.35%

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>FIDELITY® VIP EQUITY-INCOME PORTFOLIO (SERVICE CLASS 2)</b>										
Value at beginning of period	\$18.75	\$14.87	\$12.88	\$12.97	\$11.44	\$8.93	\$15.83	\$15.84	\$13.39	\$12.86
Value at end of period	\$20.07	\$18.75	\$14.87	\$12.88	\$12.97	\$11.44	\$8.93	\$15.83	\$15.84	\$13.39
Number of accumulation units outstanding at end of period	32,748	35,527	52,525	43,567	37,598	40,596	40,920	45,677	28,589	15,549
<b>FRANKLIN SMALL CAP VALUE VIP FUND (CLASS 2)</b>										
Value at beginning of period	\$28.13	\$20.93	\$17.92	\$18.88	\$14.92	\$11.71	\$17.72	\$18.41	\$15.95	\$14.86
Value at end of period	\$27.91	\$28.13	\$20.93	\$17.92	\$18.88	\$14.92	\$11.71	\$17.72	\$18.41	\$15.95
Number of accumulation units outstanding at end of period	15,114	16,195	17,217	17,719	19,012	22,337	19,263	14,831	12,305	7,663
<b>OPPENHEIMER MAIN STREET SMALL CAP FUND®/VA (SERVICE SHARES)</b>										
(Funds were first received in this option during September 2006)										
Value at beginning of period	\$28.92	\$20.85	\$17.96	\$18.65	\$15.36	\$11.38	\$18.60	\$19.12	\$17.86	
Value at end of period	\$31.85	\$28.92	\$20.85	\$17.96	\$18.65	\$11.38	\$11.38	\$18.60	\$19.12	
Number of accumulation units outstanding at end of period	4,936	4,909	4,697	4,299	4,904	5,229	2,595	2,892	916	
<b>PIMCO VIT REAL RETURN PORTFOLIO (ADMINISTRATIVE CLASS)</b>										
(Funds were first received in this option during November 2006)										
Value at beginning of period	\$13.12	\$14.65	\$13.65	\$12.39	\$11.62	\$9.95	\$10.85	\$9.95	\$10.11	
Value at end of period	\$13.34	\$13.12	\$14.65	\$13.65	\$12.39	\$11.62	\$9.95	\$10.85	\$9.95	
Number of accumulation units outstanding at end of period	39,662	41,799	49,755	42,123	44,133	47,383	38,837	9,512	6,798	

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>PIONEER EQUITY INCOME VCT PORTFOLIO (CLASS I)</b>										
Value at beginning of period	\$21.04	\$16.55	\$15.26	\$14.62	\$12.43	\$11.07	\$16.14	\$16.27	\$13.50	\$12.97
Value at end of period	\$23.40	\$21.04	\$16.55	\$15.26	\$14.62	\$12.43	\$11.07	\$16.14	\$16.27	\$13.50
Number of accumulation units outstanding at end of period	30,770	30,080	39,361	53,455	52,949	53,764	44,586	40,514	14,602	5,174
<b>VOYA AGGREGATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$14.28	\$14.75	\$13.86	\$13.61	\$12.82	\$11.54	\$11.72	\$10.86	\$10.59	\$10.51
Value at end of period	\$14.82	\$14.28	\$14.75	\$13.86	\$13.61	\$12.82	\$11.54	\$11.72	\$10.86	\$10.59
Number of accumulation units outstanding at end of period	14,623	17,577	18,096	33,947	37,569	53,328	41,115	13,258	5,074	2,634
<b>VOYA BALANCED PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$15.90	\$13.86	\$12.38	\$12.75	\$11.36	\$9.68	\$13.68	\$13.17	\$12.18	\$11.87
Value at end of period	\$16.63	\$15.90	\$13.86	\$12.38	\$12.75	\$11.36	\$9.68	\$13.68	\$13.17	\$12.18
Number of accumulation units outstanding at end of period	6,971	8,484	16,173	17,666	17,767	21,340	19,558	13,229	4,351	2,548
<b>VOYA GLOBAL BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$13.39	\$14.18	\$13.35	\$13.07	\$11.47	\$9.58	\$11.53	\$10.76	\$10.08	\$10.01
Value at end of period	\$13.23	\$13.39	\$14.18	\$13.35	\$13.07	\$11.47	\$9.58	\$11.53	\$10.76	\$10.08
Number of accumulation units outstanding at end of period	8,280	10,539	11,647	18,463	22,628	28,067	33,134	24,538	14,118	12,368
<b>VOYA GLOBAL VALUE ADVANTAGE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2008)										
Value at beginning of period	\$9.83	\$8.77	\$7.72	\$8.14	\$7.79	\$6.08	\$9.30			
Value at end of period	\$10.17	\$9.83	\$8.77	\$7.72	\$8.14	\$7.79	\$6.08			
Number of accumulation units outstanding at end of period	18,432	18,841	50,888	30,092	16,957	17,028	11,508			
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during January 2011)										
Value at beginning of period	\$13.96	\$10.88	\$9.57	\$9.99						
Value at end of period	\$15.18	\$13.96	\$10.88	\$9.57						
Number of accumulation units outstanding at end of period	160,820	195,784	231,046	243,943						
<b>VOYA GROWTH AND INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2006)										
Value at beginning of period	\$19.74	\$15.35	\$13.47	\$13.73	\$12.23	\$9.53	\$15.54	\$14.70	\$13.66	
Value at end of period	\$21.50	\$19.74	\$15.35	\$13.47	\$13.73	\$12.23	\$9.53	\$15.54	\$14.70	
Number of accumulation units outstanding at end of period	9,065	15,081	19,671	20,304	21,177	24,451	23,825	5,501	1,971	
<b>VOYA HIGH YIELD PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2005)										
Value at beginning of period	\$17.57	\$16.86	\$14.99	\$14.55	\$12.91	\$8.76	\$11.46	\$11.30	\$10.51	\$10.42
Value at end of period	\$17.53	\$17.57	\$16.86	\$14.99	\$14.55	\$12.91	\$8.76	\$11.46	\$11.30	\$10.51
Number of accumulation units outstanding at end of period	15,909	15,455	23,086	28,281	34,858	35,609	22,199	23,498	10,889	6,583
<b>VOYA INDEX PLUS LARGE CAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$18.34	\$14.02	\$12.45	\$12.66	\$11.30	\$9.31	\$15.08	\$14.59	\$12.94	\$12.47
Value at end of period	\$20.55	\$18.34	\$14.02	\$12.45	\$12.66	\$11.30	\$9.31	\$15.08	\$14.59	\$12.94
Number of accumulation units outstanding at end of period	16,308	20,942	28,797	33,312	36,645	39,105	42,022	37,141	29,608	15,362
<b>VOYA INDEX PLUS MIDCAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.71	\$17.90	\$15.46	\$15.89	\$13.25	\$10.22	\$16.63	\$16.02	\$14.88	\$13.61
Value at end of period	\$25.57	\$23.71	\$17.90	\$15.46	\$15.89	\$13.25	\$16.63	\$16.02	\$14.88	\$13.61
Number of accumulation units outstanding at end of period	26,596	28,935	35,450	36,482	37,026	40,316	33,941	36,246	30,594	14,911
<b>VOYA INDEX PLUS SMALL CAP PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$23.17	\$16.51	\$14.92	\$15.28	\$12.64	\$10.29	\$15.73	\$17.05	\$15.23	\$14.38
Value at end of period	\$24.06	\$23.17	\$16.51	\$14.92	\$15.28	\$10.29	\$15.73	\$17.05	\$15.23	\$14.38
Number of accumulation units outstanding at end of period	7,026	8,289	8,821	9,136	9,728	10,616	14,706	14,805	11,648	2,836

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA INTERMEDIATE BOND PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$13.84	\$14.08	\$13.09	\$12.36	\$11.44	\$10.42	\$11.57	\$11.09	\$10.83	\$10.67
Value at end of period	\$14.54	\$13.84	\$14.08	\$13.09	\$12.36	\$11.44	\$10.42	\$11.57	\$11.09	\$10.83
Number of accumulation units outstanding at end of period	411,210	315,333	325,440	333,677	368,058	381,536	364,084	251,998	101,631	17,331
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during March 2014)										
Value at beginning of period	\$10.19									
Value at end of period	\$9.70									
Number of accumulation units outstanding at end of period	198,771									
<b>VOYA INTERNATIONAL INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during August 2009)										
Value at beginning of period	\$17.83	\$14.93	\$12.77	\$14.78	\$13.92	\$12.85				
Value at end of period	\$16.51	\$17.83	\$14.93	\$12.77	\$14.78	\$13.92				
Number of accumulation units outstanding at end of period	7,392	7,479	10,589	11,797	12,174	15,115				
<b>VOYA INTERNATIONAL VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$17.80	\$14.92	\$12.71	\$15.15	\$15.00	\$12.06	\$21.19	\$19.00	\$14.95	\$13.69
Value at end of period	\$16.65	\$17.80	\$14.92	\$12.71	\$15.15	\$15.00	\$12.06	\$21.19	\$19.00	\$14.95
Number of accumulation units outstanding at end of period	9,203	9,945	17,673	21,055	24,205	21,705	18,964	23,621	9,309	3,079
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS ADV)</b>										
(Funds were first received in this option during May 2012)										
Value at beginning of period	\$13.27	\$10.32	\$9.66							
Value at end of period	\$14.80	\$13.27	\$10.32							
Number of accumulation units outstanding at end of period	258,918	297,934	339,640							
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during July 2014)										
Value at beginning of period	\$10.04									
Value at end of period	\$10.66									
Number of accumulation units outstanding at end of period	1,282									
<b>VOYA LARGE CAP GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2006)										
Value at beginning of period	\$22.16	\$17.19	\$14.80	\$14.67	\$13.01	\$9.26	\$12.96	\$11.77	\$11.06	
Value at end of period	\$24.78	\$22.16	\$17.19	\$14.80	\$14.67	\$13.01	\$9.26	\$12.96	\$11.77	
Number of accumulation units outstanding at end of period	189,905	205,412	30,621	32,085	9,330	7,688	132	1,244	132	
<b>VOYA LARGE CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2013)										
Value at beginning of period	\$11.07	\$10.10								
Value at end of period	\$11.98	\$11.07								
Number of accumulation units outstanding at end of period	58,308	55,701								
<b>VOYA LIQUID ASSETS PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2005)										
Value at beginning of period	\$10.20	\$10.34	\$10.48	\$10.62	\$10.76	\$10.88	\$10.76	\$10.39	\$10.07	\$9.97
Value at end of period	\$10.06	\$10.20	\$10.34	\$10.48	\$10.62	\$10.76	\$10.88	\$10.76	\$10.39	\$10.07
Number of accumulation units outstanding at end of period	140,915	232,766	264,707	300,890	132,537	120,763	147,780	67,486	34,412	26,607
<b>VOYA MIDCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2005)										
Value at beginning of period	\$28.54	\$21.97	\$19.55	\$19.97	\$15.58	\$11.20	\$18.23	\$14.73	\$13.87	\$12.36
Value at end of period	\$30.56	\$28.54	\$21.97	\$19.55	\$19.97	\$15.58	\$11.20	\$18.23	\$14.73	\$13.87
Number of accumulation units outstanding at end of period	21,410	22,609	9,017	8,286	8,529	9,080	7,397	1,693	534	508

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA MULTI-MANAGER LARGE CAP CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2006)										
Value at beginning of period	\$15.56	\$12.11	\$11.13	\$11.82	\$10.34	\$8.44	\$13.11	\$12.65	\$11.15	
Value at end of period	\$17.66	\$15.56	\$12.11	\$11.13	\$11.82	\$10.34	\$8.44	\$13.11	\$12.65	
Number of accumulation units outstanding at end of period	7,746	8,611	10,168	26,377	31,486	26,681	25,852	7,322	5,967	
<b>VOYA RUSSELL™ LARGE CAP GROWTH INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2009)										
Value at beginning of period	\$21.14	\$16.27	\$14.44	\$14.08	\$12.69	\$10.85				
Value at end of period	\$23.52	\$21.14	\$16.27	\$14.44	\$14.08	\$12.69				
Number of accumulation units outstanding at end of period	10,187	9,992	11,767	12,730	12,921	13,083				
<b>VOYA SMALLCAP OPPORTUNITIES PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2006)										
Value at beginning of period	\$28.01	\$20.47	\$18.05	\$18.20	\$13.97	\$10.84	\$16.79	\$15.50	\$15.17	
Value at end of period	\$29.11	\$28.01	\$20.47	\$18.05	\$18.20	\$13.97	\$10.84	\$16.79	\$15.50	
Number of accumulation units outstanding at end of period	13,479	11,048	8,493	5,828	6,095	6,572	4,831	636	558	
<b>VOYA SMALL COMPANY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$26.35	\$19.44	\$17.25	\$17.97	\$14.69	\$11.70	\$17.25	\$16.55	\$14.45	\$13.31
Value at end of period	\$27.62	\$26.35	\$19.44	\$17.25	\$17.97	\$14.69	\$11.70	\$17.25	\$16.55	\$14.45
Number of accumulation units outstanding at end of period	8,821	9,046	9,752	9,659	10,086	11,780	3,953	1,731	3,019	3,143
<b>VOYA SOLUTION 2015 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$13.33	\$12.38	\$11.26	\$11.50	\$10.48	\$8.68	\$12.04	\$11.66	\$10.94	
Value at end of period	\$13.91	\$13.33	\$12.38	\$11.26	\$11.50	\$10.48	\$8.68	\$12.04	\$11.66	
Number of accumulation units outstanding at end of period	74,395	81,980	91,019	110,714	114,701	118,497	89,598	79,827	24,993	
<b>VOYA SOLUTION 2025 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during March 2006)										
Value at beginning of period	\$13.94	\$12.15	\$10.86	\$11.36	\$10.12	\$8.15	\$12.50	\$12.11	\$11.28	
Value at end of period	\$14.52	\$13.94	\$12.15	\$10.86	\$11.36	\$10.12	\$8.15	\$12.50	\$12.11	
Number of accumulation units outstanding at end of period	95,892	93,019	97,705	104,127	114,713	113,233	97,555	43,662	20,250	
<b>VOYA SOLUTION 2035 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2006)										
Value at beginning of period	\$14.59	\$12.29	\$10.82	\$11.50	\$10.18	\$8.04	\$12.93	\$12.45	\$11.44	
Value at end of period	\$15.21	\$14.59	\$12.29	\$10.82	\$11.50	\$10.18	\$8.04	\$12.93	\$12.45	
Number of accumulation units outstanding at end of period	120,291	125,182	126,686	135,528	156,539	171,759	148,954	58,326	5,667	
<b>VOYA SOLUTION 2045 PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during July 2007)										
Value at beginning of period	\$14.95	\$12.28	\$10.78	\$11.52	\$10.14	\$7.92	\$13.35	\$13.26		
Value at end of period	\$15.65	\$14.95	\$12.28	\$10.78	\$11.52	\$10.14	\$7.92	\$13.35		
Number of accumulation units outstanding at end of period	28,604	32,071	46,648	48,055	48,908	49,727	48,651	2,567		
<b>VOYA SOLUTION INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during January 2007)										
Value at beginning of period	\$13.16	\$12.47	\$11.52	\$11.63	\$10.76	\$9.31	\$11.32	\$10.92		
Value at end of period	\$13.73	\$13.16	\$12.47	\$11.52	\$11.63	\$10.76	\$9.31	\$11.32		
Number of accumulation units outstanding at end of period	22,623	51,589	54,740	56,059	66,049	97,305	95,618	19,583		
<b>VOYA STRATEGIC ALLOCATION CONSERVATIVE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2007)										
Value at beginning of period	\$17.32	\$15.71	\$14.22	\$14.20	\$12.97	\$11.17	\$14.88	\$14.41		
Value at end of period	\$18.18	\$17.32	\$15.71	\$14.22	\$14.20	\$12.97	\$11.17	\$14.88		
Number of accumulation units outstanding at end of period	78	79	80	81	82	84	85	86		

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VOYA STRATEGIC ALLOCATION GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2008)										
Value at beginning of period	\$20.07	\$16.66	\$14.73	\$15.41	\$13.85	\$11.24	\$16.88			
Value at end of period	\$21.04	\$20.07	\$16.66	\$14.73	\$15.41	\$13.85	\$11.24			
Number of accumulation units outstanding at end of period	12,581	12,923	13,313	13,612	13,574	13,598	13,275			
<b>VOYA STRATEGIC ALLOCATION MODERATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$18.57	\$16.19	\$14.47	\$14.80	\$13.43	\$11.20	\$16.37	\$15.76	\$14.42	\$14.13
Value at end of period	\$19.51	\$18.57	\$16.19	\$14.47	\$14.80	\$13.43	\$11.20	\$16.37	\$15.76	\$14.42
Number of accumulation units outstanding at end of period	6,628	6,695	6,591	6,275	6,391	7,767	7,731	5,872	3,475	480
<b>VOYA U.S. BOND INDEX PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$11.48	\$11.97	\$11.71	\$11.10	\$10.62	\$10.20	\$10.01			
Value at end of period	\$11.94	\$11.48	\$11.97	\$11.71	\$11.10	\$10.62	\$10.20			
Number of accumulation units outstanding at end of period	64,076	77,366	74,715	77,544	77,812	72,600	42,925			
<b>VY@ AMERICAN CENTURY SMALL-MID CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2009)										
Value at beginning of period	\$27.21	\$21.00	\$18.30	\$19.15	\$15.91	\$11.89	\$16.41	\$17.13	\$15.04	\$14.09
Value at end of period	\$30.20	\$27.21	\$21.00	\$18.30	\$19.15	\$15.91	\$11.89	\$16.41	\$17.13	\$15.04
Number of accumulation units outstanding at end of period	1,767	1,414	1,083	1,125	1,125	1,125	1,125	1,125	1,125	1,125
<b>VY@ BARON GROWTH PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2009)										
Value at beginning of period	\$28.73	\$20.97	\$17.76	\$17.62	\$14.12	\$10.58	\$18.26	\$17.45	\$15.35	\$14.49
Value at end of period	\$29.57	\$28.73	\$20.97	\$17.62	\$17.62	\$14.12	\$10.58	\$18.26	\$17.45	\$15.35
Number of accumulation units outstanding at end of period	28,397	27,772	26,871	34,091	35,222	39,511	41,142	30,669	18,310	4,222
<b>VY@ BLACKROCK INFLATION PROTECTED BOND PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2009)										
Value at beginning of period	\$11.51	\$12.78	\$12.18	\$11.02	\$10.59	\$10.31				
Value at end of period	\$11.64	\$11.51	\$12.78	\$12.18	\$11.02	\$10.59				
Number of accumulation units outstanding at end of period	45,402	49,836	81,763	78,239	61,282	53,423				
<b>VY@ CLARION GLOBAL REAL ESTATE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$10.16	\$9.93	\$8.01	\$8.57	\$7.49	\$5.69	\$10.15			
Value at end of period	\$11.41	\$10.16	\$9.93	\$8.01	\$8.57	\$7.49	\$5.69			
Number of accumulation units outstanding at end of period	46,026	49,449	68,395	78,726	77,466	73,249	62,524			
<b>VY@ COLUMBIA CONTRARIAN CORE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2008)										
Value at beginning of period	\$17.84	\$13.42	\$12.12	\$12.89	\$11.66	\$8.98	\$14.98	\$14.58	\$12.98	\$12.66
Value at end of period	\$19.86	\$17.84	\$13.42	\$12.12	\$12.89	\$11.66	\$8.98	\$14.58	\$14.58	\$12.98
Number of accumulation units outstanding at end of period	1,741	2,558	2,762	2,825	2,968	3,956	3,421	2,676	2,275	1,432
<b>VY@ DFA WORLD EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2008)										
Value at beginning of period	\$12.18	\$9.90	\$8.50	\$9.49	\$7.70	\$6.41	\$5.21			
Value at end of period	\$12.19	\$12.18	\$9.90	\$8.50	\$9.49	\$7.70	\$6.41			
Number of accumulation units outstanding at end of period	3,296	3,321	3,613	3,611	3,672	3,964	1,168			
<b>VY@ FRANKLIN TEMPLETON FOUNDING STRATEGY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$12.97	\$10.60	\$9.27	\$9.52	\$8.71	\$6.78	\$10.20			
Value at end of period	\$13.20	\$12.97	\$10.60	\$9.27	\$9.52	\$8.71	\$6.78			
Number of accumulation units outstanding at end of period	33,364	30,780	30,589	31,706	53,884	51,803	27,678			

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY@ INVESCO COMSTOCK PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.36	\$15.28	\$13.06	\$13.52	\$11.90	\$9.39	\$14.98	\$15.54	\$13.60	\$13.32
Value at end of period	\$21.92	\$20.36	\$15.28	\$13.06	\$13.52	\$11.90	\$9.39	\$14.98	\$15.54	\$13.60
Number of accumulation units outstanding at end of period	7,016	5,794	7,585	8,774	9,718	10,225	10,418	15,763	14,718	6,785
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$16.77	\$13.60	\$12.22	\$12.53	\$11.31	\$9.34	\$12.36	\$12.10	\$10.88	\$10.06
Value at end of period	\$18.02	\$16.77	\$13.60	\$12.22	\$12.53	\$11.31	\$9.34	\$12.36	\$12.10	\$10.88
Number of accumulation units outstanding at end of period	0	0	0	0	0	0	713	764	797	830
<b>VY@ INVESCO EQUITY AND INCOME PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$20.08	\$16.33	\$14.71	\$15.11	\$13.67	\$11.33	\$15.02	\$14.74	\$13.30	\$12.51
Value at end of period	\$21.53	\$20.08	\$16.33	\$14.71	\$15.11	\$13.67	\$11.33	\$15.02	\$14.74	\$13.30
Number of accumulation units outstanding at end of period	63,841	61,985	72,001	78,975	86,198	90,006	80,819	51,925	15,850	707
<b>VY@ JPMORGAN EMERGING MARKETS EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during May 2008)										
Value at beginning of period	\$9.26	\$9.96	\$8.48	\$10.51	\$8.86	\$5.23	\$10.82			
Value at end of period	\$9.22	\$9.26	\$9.96	\$8.48	\$10.51	\$8.86	\$5.23			
Number of accumulation units outstanding at end of period	36,507	50,154	58,724	68,740	72,883	58,503	33,233			
<b>VY@ JPMORGAN MID CAP VALUE PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2005)										
Value at beginning of period	\$25.87	\$19.94	\$16.84	\$16.77	\$13.82	\$11.15	\$16.88	\$16.72	\$14.55	\$13.79
Value at end of period	\$29.35	\$25.87	\$19.94	\$16.84	\$16.77	\$13.82	\$11.15	\$16.88	\$16.72	\$14.55
Number of accumulation units outstanding at end of period	12,275	13,177	13,477	16,454	17,889	19,000	20,170	18,159	12,533	2,866
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS I)</b>										
(Funds were first received in this option during April 2005)										
Value at beginning of period	\$18.61	\$14.84	\$12.36	\$13.64	\$11.91	\$8.65	\$14.69	\$13.98	\$12.01	\$10.06
Value at end of period	\$18.79	\$18.61	\$14.84	\$12.36	\$13.64	\$11.91	\$8.65	\$14.69	\$13.98	\$12.01
Number of accumulation units outstanding at end of period	1,071	1,150	1,218	1,272	1,508	10,984	12,924	14,853	21,200	22,573
<b>VY@ OPPENHEIMER GLOBAL PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during February 2005)										
Value at beginning of period	\$22.88	\$18.29	\$15.28	\$16.90	\$14.80	\$10.76	\$18.33	\$17.47	\$15.06	\$13.22
Value at end of period	\$23.05	\$22.88	\$18.29	\$15.28	\$16.90	\$14.80	\$10.76	\$18.33	\$17.47	\$15.06
Number of accumulation units outstanding at end of period	44,964	46,655	54,848	65,228	76,482	90,622	88,063	46,482	25,446	5,611
<b>VY@ T. ROWE PRICE CAPITAL APPRECIATION PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during June 2008)										
Value at beginning of period	\$14.86	\$12.32	\$10.91	\$10.75	\$9.56	\$7.27	\$9.99			
Value at end of period	\$16.44	\$14.86	\$12.32	\$10.91	\$10.75	\$9.56	\$7.27			
Number of accumulation units outstanding at end of period	161,464	170,538	155,158	108,135	124,703	129,952	66,211			
<b>VY@ T. ROWE PRICE DIVERSIFIED MID CAP GROWTH PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$24.34	\$18.31	\$16.02	\$16.90	\$13.37	\$9.28	\$16.58	\$14.88	\$13.84	\$12.87
Value at end of period	\$26.81	\$24.34	\$18.31	\$16.02	\$16.90	\$13.37	\$9.28	\$16.58	\$14.88	\$13.84
Number of accumulation units outstanding at end of period	15,795	15,274	18,307	18,549	20,013	26,313	17,163	11,673	3,882	2,387
<b>VY@ T. ROWE PRICE EQUITY INCOME PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during November 2005)										
Value at beginning of period	\$16.34	\$12.77	\$11.04	\$11.29	\$9.96	\$8.08	\$12.73	\$12.52	\$10.66	\$10.44
Value at end of period	\$17.32	\$16.34	\$12.77	\$11.04	\$11.29	\$9.96	\$8.08	\$12.52	\$10.66	\$10.66
Number of accumulation units outstanding at end of period	46,492	62,426	53,833	60,738	59,684	63,325	61,797	28,395	17,422	21,829

## Condensed Financial Information (continued)

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
<b>VY® T. ROWE PRICE GROWTH EQUITY PORTFOLIO (CLASS S)</b>										
Value at beginning of period	\$22.52	\$16.43	\$14.05	\$14.43	\$12.54	\$8.92	\$15.68	\$14.50	\$13.00	\$12.44
Value at end of period	\$24.09	\$22.52	\$16.43	\$14.05	\$14.43	\$12.54	\$8.92	\$15.68	\$14.50	\$13.00
Number of accumulation units outstanding at end of period	7,998	8,578	7,643	7,940	11,441	13,494	16,556	16,099	12,540	6,578
<b>VY® T. ROWE PRICE INTERNATIONAL STOCK PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during September 2008)										
Value at beginning of period	\$9.33	\$8.27	\$7.06	\$8.17	\$7.28	\$5.36	\$8.06			
Value at end of period	\$9.10	\$9.33	\$8.27	\$7.06	\$8.17	\$7.28	\$5.36			
Number of accumulation units outstanding at end of period	7,119	7,636	7,859	7,433	2,874	2,839	2,278			
<b>VY® TEMPLETON FOREIGN EQUITY PORTFOLIO (CLASS S)</b>										
(Funds were first received in this option during April 2008)										
Value at beginning of period	\$10.47	\$8.85	\$7.56	\$8.73	\$8.15	\$6.27	\$10.20			
Value at end of period	\$9.62	\$10.47	\$8.85	\$7.56	\$8.73	\$8.15	\$6.27			
Number of accumulation units outstanding at end of period	47,182	44,206	55,818	59,069	57,735	60,190	67,782			

## APPENDIX B

### The Funds

During the accumulation phase, you may allocate your premium payments and contract value to any of the funds available under this contract. They are listed in this appendix. You bear the entire investment risk for amounts you allocate to any fund, and you may lose your principal.

**The investment results of the mutual funds (funds) are likely to differ significantly and there is no assurance that any of the funds will achieve their respective investment objectives. You should consider the investment objectives, risks and charges, and expenses of the funds carefully before investing. Please refer to the fund prospectuses for additional information. Shares of the funds will rise and fall in value and you could lose money by investing in the funds. Shares of the funds are not bank deposits and are not guaranteed, endorsed or insured by any financial institution, the Federal Deposit Insurance Corporation or any other government agency. Except as noted, all funds are diversified, as defined under the Investment Company Act of 1940. Fund prospectuses may be obtained free of charge by contacting our Customer Service at the address and telephone number listed on the first page of this contract prospectus, by accessing the SEC's website or by contacting the SEC Public Reference Branch. If you received a summary prospectus for any of the funds available through your contract, you may obtain a full prospectus and other information free of charge by either accessing the internet address, calling the telephone number or sending an email request to the email address shown on the front of the fund's summary prospectus.**

Certain funds offered under the contracts have investment objectives and policies similar to other funds managed by the fund's investment adviser. The investment results of a fund may be higher or lower than those of other funds managed by the same adviser. There is no assurance and no representation is made that the investment results of any fund will be comparable to those of another fund managed by the same investment adviser.

For the share class of each fund offered through your contract, please see the cover page.

Fund Name	
Investment Adviser/Subadviser	Investment Objective(s)
<b>Fidelity® VIP Contrafund® Portfolio</b>  <b>Investment Adviser:</b> Fidelity Management & Research Company  <b>Subadvisers:</b> FMR Co., Inc. and other investment advisers	Seeks long-term capital appreciation.
<b>Franklin Small Cap Value VIP Fund</b>  <b>Investment Adviser:</b> Franklin Advisory Services, LLC	Seeks long-term total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of small capitalization companies.
<b>Oppenheimer Main Street Small Cap Fund®/VA</b>  <b>Investment Adviser:</b> OppenheimerFunds, Inc.	The Fund seeks capital appreciation.
<b>PIMCO Real Return Portfolio</b>  <b>Investment Adviser:</b> Pacific Investment Management Company LLC	Seeks maximum real return, consistent with preservation of real capital and prudent investment management.

<b>Fund Name</b>	<b>Investment Objective(s)</b>
<b>Investment Adviser/Subadviser</b> <b>Voya Balanced Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks total return consisting of capital appreciation (both realized and unrealized) and current income; the secondary investment objective is long-term capital appreciation.
<b>Voya Global Bond Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to maximize total return through a combination of current income and capital appreciation.
<b>Voya Global Value Advantage Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks long-term capital growth and current income.
<b>Voya Growth and Income Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to maximize total return through investments in a diversified portfolio of common stock and securities convertible into common stocks. It is anticipated that capital appreciation and investment income will both be major factors in achieving total return.
<b>Voya High Yield Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to provide investors with a high level of current income and total return.
<b>Voya Index Plus LargeCap Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to outperform the total return performance of the S&P 500 Index, while maintaining a market level of risk.
<b>Voya Index Plus MidCap Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to outperform the total return performance of the Standard and Poor's MidCap 400 Index, while maintaining a market level of risk.
<b>Voya Index Plus SmallCap Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to outperform the total return performance of the Standard and Poor's SmallCap 600 Index, while maintaining a market level of risk.
<b>Voya Intermediate Bond Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to maximize total return consistent with reasonable risk. The Portfolio seeks its objective through investments in a diversified portfolio consisting primarily of debt securities. It is anticipated that capital appreciation and investment income will both be major factors in achieving total return.

<b>Fund Name</b>	<b>Investment Objective(s)</b>
<b>Voya International Index Portfolio</b>  <b>Investment Adviser:</b> Voya Investments, LLC  <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks investment results (before fees and expenses) that correspond to the total return (which includes capital appreciation and income) of a widely accepted international index.
<b>Voya Large Cap Growth Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks long-term capital growth.
<b>Voya Large Cap Value Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks long-term growth of capital and current income.
<b>Voya Liquid Assets Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks high level of current income consistent with the preservation of capital and liquidity.
<b>Voya MidCap Opportunities Portfolio</b>  <b>Investment Adviser:</b> Voya Investments, LLC  <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks long-term capital appreciation.
<b>Voya Multi-Manager Large Cap Core Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Columbia Management Investment Advisers, LLC and The London Company of Virginia d/b/a The London Company	Seeks reasonable income and capital growth.
<b>Voya Russell<sup>TM</sup> Large Cap Growth Index Portfolio</b>  <b>Investment Adviser:</b> Voya Investments, LLC  <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks investment results (before fees and expenses) that correspond to the total return (which includes capital appreciation and income) of the Russell Top 200 <sup>®</sup> Growth Index.
<b>Voya Russell<sup>TM</sup> Large Cap Value Index Portfolio</b>  <b>Investment Adviser:</b> Voya Investments, LLC  <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks investment results (before fees and expenses) that correspond to the total return (which includes capital appreciation and income) of the Russell Top 200 <sup>®</sup> Value Index.

<b>Fund Name</b>	<b>Investment Objective(s)</b>
<b>Investment Adviser/Subadviser</b> <b>Voya Small Company Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks growth of capital primarily through investment in a diversified portfolio of common stocks of companies with smaller market capitalizations.
<b>Voya SmallCap Opportunities Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks long-term capital appreciation.
<b>Voya Solution 2015 Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Until the day prior to its Target Date, the Portfolio seeks to provide total return consistent with an asset allocation targeted at retirement in approximately 2015. On the Target Date, the Portfolio's investment objective will be to seek to provide a combination of total return and stability of principal consistent with an asset allocation targeted to retirement.
<b>Voya Solution 2025 Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Until the day prior to its Target Date, the Portfolio seeks to provide total return consistent with an asset allocation targeted at retirement in approximately 2025. On the Target Date, the Portfolio's investment objective will be to seek to provide a combination of total return and stability of principal consistent with an asset allocation targeted to retirement.
<b>Voya Solution 2035 Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Until the day prior to its Target Date, the Portfolio seeks to provide total return consistent with an asset allocation targeted at retirement in approximately 2035. On the Target Date, the Portfolio's investment objective will be to seek to provide a combination of total return and stability of principal consistent with an asset allocation targeted to retirement.
<b>Voya Solution 2045 Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Until the day prior to its Target Date, the Portfolio seeks to provide total return consistent with an asset allocation targeted at retirement in approximately 2045. On the Target Date, the Portfolio's investment objective will be to seek to provide a combination of total return and stability of principal consistent with an asset allocation targeted to retirement.
<b>Voya Solution Income Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to provide a combination of total return and stability of principal consistent with an asset allocation targeted to retirement.

<b>Fund Name</b>	<b>Investment Objective(s)</b>
<b>Investment Adviser/Subadviser</b> <b>Voya Strategic Allocation Conservative Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to provide total return (i.e., income and capital growth, both realized and unrealized) consistent with preservation of capital.
<b>Voya Strategic Allocation Growth Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to provide capital appreciation.
<b>Voya Strategic Allocation Moderate Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks to provide total return (i.e., income and capital appreciation, both realized and unrealized).
<b>Voya U.S. Bond Index Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> Voya Investment Management Co. LLC	Seeks investment results (before fees and expenses) that correspond to the total return (which includes capital appreciation and income) of the Barclays U.S. Aggregate Bond Index.
<b>VY<sup>®</sup> American Century Small-Mid Cap Value Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> American Century Investment Management, Inc.	Seeks long-term capital growth. Income is a secondary objective.
<b>VY<sup>®</sup> Baron Growth Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> BAMCO, Inc.	Seeks capital appreciation.
<b>VY<sup>®</sup> BlackRock Inflation Protected Bond Portfolio</b> <b>Investment Adviser:</b> Directed Services LLC <b>Subadviser:</b> BlackRock Financial Management, Inc.	A <i>non-diversified</i> Portfolio that seeks to maximize real return, consistent with preservation of real capital and prudent investment management.
<b>VY<sup>®</sup> Clarion Global Real Estate Portfolio</b> <b>Investment Adviser:</b> Voya Investments, LLC <b>Subadviser:</b> CBRE Clarion Securities LLC	Seeks high total return, consisting of capital appreciation and current income.

<b>Fund Name</b>	<b>Investment Objective(s)</b>
<b>VY<sup>®</sup> Columbia Contrarian Core Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Columbia Management Investment Advisers, LLC	Seeks total return, consisting of long-term capital appreciation and current income.
<b>VY<sup>®</sup> DFA World Equity Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Dimensional Fund Advisors LP	Seeks long-term capital appreciation.
<b>VY<sup>®</sup> Franklin Templeton Founding Strategy Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC	Seeks capital appreciation. Income is a secondary consideration.
<b>VY<sup>®</sup> Invesco Comstock Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Invesco Advisers, Inc.	Seeks capital growth and income.
<b>VY<sup>®</sup> Invesco Equity and Income Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> Invesco Advisers, Inc.	Seeks total return, consisting of long-term capital appreciation and current income.
<b>VY<sup>®</sup> JPMorgan Emerging Markets Equity Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> J.P. Morgan Investment Management Inc.	Seeks capital appreciation.
<b>VY<sup>®</sup> JPMorgan Mid Cap Value Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> J.P. Morgan Investment Management Inc.	Seeks growth from capital appreciation.
<b>VY<sup>®</sup> Oppenheimer Global Portfolio</b>  <b>Investment Adviser:</b> Directed Services LLC  <b>Subadviser:</b> OppenheimerFunds, Inc.	Seeks capital appreciation.

<b>Fund Name</b>	
<b>Investment Adviser/Subadviser</b>	<b>Investment Objective(s)</b>
<b>VY<sup>®</sup> T. Rowe Price Diversified Mid Cap Growth Portfolio</b>	Seeks long-term capital appreciation.
<b>Investment Adviser:</b> Directed Services LLC	
<b>Subadviser:</b> T. Rowe Price Associates, Inc.	
<b>VY<sup>®</sup> T. Rowe Price Equity Income Portfolio</b>	Seeks a high level of dividend income as well as long-term growth of capital through investments in stocks.
<b>Investment Adviser:</b> Directed Services LLC	
<b>Subadviser:</b> T. Rowe Price Associates, Inc.	
<b>VY<sup>®</sup> T. Rowe Price Growth Equity Portfolio</b>	Seeks long-term growth through investments in stocks.
<b>Investment Adviser:</b> Directed Services LLC	
<b>Subadviser:</b> T. Rowe Price Associates, Inc.	
<b>VY<sup>®</sup> T. Rowe Price International Stock Portfolio</b>	Seeks long-term growth of capital.
<b>Investment Adviser:</b> Directed Services LLC	
<b>Subadviser:</b> T. Rowe Price Associates, Inc.	
<b>VY<sup>®</sup> Templeton Foreign Equity Portfolio</b>	Seeks long-term capital growth.
<b>Investment Adviser:</b> Directed Services LLC	
<b>Subadviser:</b> Templeton Investment Counsel, LLC	

## **Fixed Account II**

Fixed Account II (“Fixed Account”) is an optional fixed interest allocation offered during the accumulation phase of your variable annuity contract between you and Voya Insurance and Annuity Company (the “Company,” “we” or “our”). The Fixed Account, which is a segregated asset account of Voya Insurance and Annuity Company, provides a means for you to invest on a tax-deferred basis and earn a guaranteed interest for guaranteed interest periods (Fixed Interest Allocation(s)). We will credit your Fixed Interest Allocation(s) with a fixed rate of interest. We currently offer Fixed Interest Allocations with guaranteed interest periods of 5, 7 and 10 years. In addition, we may offer DCA Fixed Interest Allocations, which are 6-month and 1-year Fixed Interest Allocations available exclusively in connection with our dollar cost averaging program. We may offer additional guaranteed interest periods in some or all states, may not offer all guaranteed interest periods on all contracts or in all states and the rates for a given guaranteed interest period may vary among contracts. We set the interest rates periodically. We may credit a different interest rate for each interest period. The interest you earn in the Fixed Account as well as your principal is guaranteed by Voya Insurance and Annuity Company, as long as you do not take your money out before the maturity date for the applicable interest period. If you take your money out from a Fixed Interest Allocation more than 30 days before the applicable maturity date, we will apply a market value adjustment (“Market Value Adjustment”). A Market Value Adjustment could increase or decrease your contract value and/or the amount you take out. A surrender charge may also apply to withdrawals from your contract. You bear the risk that you may receive less than your principal because of the Market Value Adjustment.

For contracts sold in some states, not all Fixed Interest Allocations are available. You have a right to return a contract for a refund as described in the prospectus. To obtain a copy of the Fixed Account II prospectus, please write or call us at the address and phone number listed on the front page of the prospectus.

### **The Fixed Account**

You may allocate premium payments and transfer your contract value to the guaranteed interest periods of the Fixed Account during the accumulation period as described in the prospectus. Every time you allocate money to the Fixed Account, we set up a Fixed Interest Allocation for the guaranteed interest period you select. We will credit your Fixed Interest Allocation with a guaranteed interest rate for the interest period you select, so long as you do not withdraw money from that Fixed Interest Allocation before the end of the guaranteed interest period. Each guaranteed interest period ends on its maturity date which is the last day of the month in which the interest period is scheduled to expire.

Your contract value in the Fixed Account is the sum of your Fixed Interest Allocations and the interest credited as adjusted for any withdrawals, transfers or other charges we may impose, including any Market Value Adjustment. Your Fixed Interest Allocation will be credited with the guaranteed interest rate in effect for the guaranteed interest period you selected when we receive and accept your premium or reallocation of contract value. We will credit interest daily at a rate that yields the quoted guaranteed interest rate.

If you surrender, withdraw, transfer or annuitize your investment in a Fixed Interest Allocation more than 30 days before the end of the guaranteed interest period, we will apply a Market Value Adjustment to the transaction. A Market Value Adjustment could increase or decrease the amount you surrender, withdraw, transfer or annuitize, depending on current interest rates at the time of the transaction. You bear the risk that you may receive less than your principal because of the Market Value Adjustment.

### **Guaranteed Interest Rates**

Each Fixed Interest Allocation will have an interest rate that is guaranteed as long as you do not take your money out until its maturity date. We do not have a specific formula for establishing the guaranteed interest rates for the different guaranteed interest periods. We determine guaranteed interest rates at our sole discretion. We cannot predict the level of future interest rates. For more information see the prospectus for the Fixed Account.

**Transfers from a Fixed Interest Allocation**

You may transfer your contract value in a Fixed Interest Allocation to one or more new Fixed Interest Allocations with new guaranteed interest periods, or to any of the subaccounts of Voya Insurance and Annuity Company's separate account as described in the prospectus on the maturity date of a guaranteed interest period. The minimum amount that you can transfer to or from any Fixed Interest Allocation is \$100. Transfers from a Fixed Interest Allocation may be subject to a Market Value Adjustment. If you have a special Fixed Interest Allocation that was offered exclusively with our dollar cost averaging program, canceling dollar cost averaging will cause a transfer of the entire contract value in such Fixed Interest Allocation to the Voya Liquid Assets Portfolio subaccount, and such a transfer will be subject to a Market Value Adjustment.

Please be aware that the benefit we pay under certain optional benefit riders will be adjusted by any transfers made to and from the Fixed Interest Allocations during specified periods while the rider is in effect.

**Withdrawals from a Fixed Interest Allocation**

During the accumulation phase, you may withdraw a portion of your contract value in any Fixed Interest Allocation. You may make systematic withdrawals of only the interest earned during the prior month, quarter or year, depending on the frequency chosen, from a Fixed Interest Allocation under our systematic withdrawal option. A withdrawal from a Fixed Interest Allocation may be subject to a Market Value Adjustment and a contract surrender charge. Be aware that withdrawals may have federal income tax consequences, including a 10% penalty tax, as well as state income tax consequences.

Please be aware that the benefit we pay under certain optional benefit riders will be adjusted by any withdrawals made to and from the Fixed Interest Allocations during specified periods while the rider is in effect.

**Market Value Adjustment**

A Market Value Adjustment may decrease, increase or have no effect on your contract value. We will apply a Market Value Adjustment (i) whenever you withdraw or transfer money from a Fixed Interest Allocation (unless made within 30 days before the maturity date of the applicable guaranteed interest period, or under the systematic withdrawal or dollar cost averaging program) and (ii) if on the income phase payment start date a guaranteed interest period for any Fixed Interest Allocation does not end on or within 30 days of the income phase payment start date.

A Market Value Adjustment may be positive, negative or result in no change. In general, if interest rates are rising, you bear the risk that any Market Value Adjustment will likely be negative and reduce your contract value. On the other hand, if interest rates are falling, it is more likely that you will receive a positive Market Value Adjustment that increases your contract value. In the event of a full surrender, transfer or annuitization from a Fixed Interest Allocation, we will add or subtract any Market Value Adjustment from the amount surrendered, transferred or annuitized. In the event of a partial withdrawal, transfer or annuitization, we will add or subtract any Market Value Adjustment from the total amount withdrawn, transferred or annuitized in order to provide the amount requested. If a negative Market Value Adjustment exceeds your contract value in the Fixed Interest Allocation, we will consider your request to be a full surrender, transfer or annuitization of the Fixed Interest Allocation.

**Contract Value in the Fixed Interest Allocations**

On the contract date, the contract value in any Fixed Interest Allocation in which you are invested is equal to the portion of the initial premium paid and designated for allocation to the Fixed Interest Allocation. On each business day after the contract date, we calculate the amount of contract value in each Fixed Interest Allocation as follows:

1. We take the contract value in the Fixed Interest Allocation at the end of the preceding business day;
2. We credit a daily rate of interest on 1) at the guaranteed rate since the preceding business day;
3. We add 1) and 2);
4. We subtract from 3) any transfers from that Fixed Interest Allocation; and
5. We subtract from 4) any withdrawals, and then subtract any contract fees (including any rider charges) and premium taxes.

Additional premium payments and transfers allocated to the Fixed Account will be placed in a new Fixed Interest Allocation. The contract value on the date of allocation will be the amount allocated. Several examples which illustrate how the Market Value Adjustment works are included in the prospectus for Fixed Account II.

**Cash Surrender Value**

The cash surrender value is the amount you receive when you surrender the contract. The cash surrender value of amounts allocated to the Fixed Account will fluctuate daily based on the interest credited to Fixed Interest Allocations, any Market Value Adjustment, and any surrender charge. We do not guarantee any minimum cash surrender value. On any date during the accumulation phase, we calculate the cash surrender value as follows: we start with your contract value, then we adjust for any Market Value Adjustment, and then we deduct any surrender charge, any charge for premium taxes, the annual contract administrative fee (unless waived), and any optional benefit rider charge, and any other charges incurred but not yet deducted.

**Dollar Cost Averaging from Fixed Interest Allocations**

You may elect to participate in our dollar cost averaging program from Fixed Account Interest Allocations with a guaranteed interest period of 1 year or less. The Fixed Interest Allocations serve as the source accounts from which we will, on a monthly basis, automatically transfer a set dollar amount of money to other Fixed Interest Allocations or funds selected by you.

The dollar cost averaging program is designed to lessen the impact of market fluctuation on your investment. Since we transfer the same dollar amount to subaccounts each month, more units of a subaccount are purchased if the value of its unit is low and fewer units are purchased if the value of its unit is high. Therefore, a lower than average value per unit may be achieved over the long term. However, we cannot guarantee this. When you elect the dollar cost averaging program, you are continuously investing in securities regardless of fluctuating price levels. You should consider your tolerance for investing through periods of fluctuating price levels. You elect the dollar amount you want transferred under this program. Each monthly transfer must be at least \$100. You may change the transfer amount once each contract year.

Transfers from a Fixed Interest Allocation under the dollar cost averaging program are not subject to a Market Value Adjustment.

We may in the future offer additional subaccounts or withdraw any subaccount or Fixed Interest Allocation to or from the dollar cost averaging program or otherwise modify, suspend or terminate this program. Of course, such changes will not affect any dollar cost averaging programs in operation at the time.

**Suspension of Payments**

We have the right to delay payment of amounts from a Fixed Interest Allocation for up to 6 months.

**More Information**

See the prospectus for Fixed Account II.

## **APPENDIX D**

### **Fixed Interest Division**

A Fixed Interest Division option is available through the group and individual deferred variable annuity contracts offered by Voya Insurance and Annuity Company. The Fixed Interest Division is part of the Voya Insurance and Annuity Company General Account. Interests in the Fixed Interest Division have not been registered under the Securities Act of 1933, and neither the Fixed Interest Division nor the General Account are registered under the Investment Company Act of 1940.

Interests in the Fixed Interest Division are offered in certain states through an Offering Brochure, dated May 1, 2015. The Fixed Interest Division is different from the Fixed Account which is described in the prospectus but which is not available in your state. If you are unsure whether the Fixed Account is available in your state, please contact our Customer Service at 1-800-366-0066. When reading through the Prospectus, the Fixed Interest Division should be counted among the various investment options available for the allocation of your premiums, in lieu of the Fixed Account. The Fixed Interest Division may not be available in some states. Some restrictions may apply.

You will find more complete information relating to the Fixed Interest Division in the Offering Brochure. Please read the Offering Brochure carefully before you invest in the Fixed Interest Division.

## APPENDIX E

### **Surrender Charge for Excess Withdrawals Example**

The following assumes you made an initial premium payment of \$25,000 and additional premium payments of \$25,000 in each of the second and third contract years, for total premium payments under the contract of \$75,000. It also assumes a withdrawal at the beginning of the fifth contract year of 30% of the contract value of \$90,000.

In this example, \$9,000 (10% of \$90,000) is maximum free withdrawal amount that you may withdraw during the contract year without a surrender charge. The total amount withdrawn from the contract would be \$27,000 ( $\$90,000 \times .30$ ). Therefore, \$18,000 ( $\$27,000 - \$9,000$ ) is considered an excess withdrawal and would be subject to a 3% surrender charge of \$540 ( $\$18,000 \times .03$ ). This example does not take into account any Market Value Adjustment or deduction of any premium taxes.

## APPENDIX F

### Pro-Rata Withdrawal Adjustment for 5% Roll-Up Death Benefit Examples

#### Example #1: The Contract Value (AV) is Lower than the Death Benefit

Assume a premium payment of \$100,000, AV at the time of withdrawal of \$80,000 and a 5% Roll-Up minimum guarantee death benefit ("MGDB") at the time of withdrawal of \$120,000. A total withdrawal of \$20,000 is made.

*Calculate the Effect of the Withdrawal*

$$\text{Pro-rata Withdrawal Adjustment to MGDB} = \$30,000 (\$120,000 * (\$20,000 / \$80,000))$$

$$\text{MGDB after Pro-rata Withdrawal} = \$90,000 (\$120,000 - \$30,000)$$

$$\text{AV after Withdrawal} = \$60,000 (\$80,000 - \$20,000)$$

#### Example #2: The Contract Value (AV) is Greater than the Death Benefit

Assume a premium payment of \$100,000, AV at the time of withdrawal of \$160,000 and a 5% Roll-Up minimum guarantee death benefit ("MGDB") at the time of withdrawal of \$120,000. A total withdrawal of \$20,000 is made.

*Calculate the Effect of the Withdrawal*

$$\text{Pro-rata Withdrawal Adjustment to MGDB} = \$15,000 (\$120,000 * (\$20,000 / \$160,000))$$

$$\text{MGDB after Pro-rata Withdrawal} = \$105,000 (\$120,000 - \$15,000)$$

$$\text{AV after Withdrawal} = \$140,000 (\$160,000 - \$20,000)$$

#### Example #3: The Contract Value (AV) is Equal to the Death Benefit

Assume a premium payment of \$100,000, AV at the time of withdrawal of \$120,000 and a 5% Roll-Up minimum guarantee death benefit ("MGDB") at the time of withdrawal of \$120,000. A total withdrawal of \$20,000 is made.

*Calculate the Effect of the Withdrawal*

$$\text{Pro-rata Withdrawal Adjustment to MGDB} = \$20,000 (\$120,000 * (\$20,000 / \$120,000))$$

$$\text{MGDB after Pro-rata Withdrawal} = \$100,000 (\$120,000 - \$20,000)$$

$$\text{AV after Pro-rata Withdrawal} = \$100,000 (\$120,000 - \$20,000)$$

## APPENDIX G

### Special Funds 5% Roll-up Death Benefit Examples

MGDB* if 50% invested in Special Funds			
end of yr	Covered	Special	Total
0	500	500	1,000
1	525	500	1,025
2	551	500	1,051
3	579	500	1,079
4	608	500	1,108
5	638	500	1,138
6	670	500	1,170
7	704	500	1,204
8	739	500	1,239
9	776	500	1,276
10	814	500	1,314

MGDB* if 0% invested in Special Funds			
end of yr	Covered	Special	Total
0	1,000	-	1,000
1	1,050	-	1,050
2	1,103	-	1,103
3	1,158	-	1,158
4	1,216	-	1,216
5	1,276	-	1,276
6	1,340	-	1,340
7	1,407	-	1,407
8	1,477	-	1,477
9	1,551	-	1,551
10	1,629	-	1,629

MGDB* if 100% invested in Special Funds			
end of yr	Covered	Special	Total
0	0	1000	1000
1	0	1000	1000
2	0	1000	1000
3	0	1000	1000
4	0	1000	1000
5	0	1000	1000
6	0	1000	1000
7	0	1000	1000
8	0	1000	1000
9	0	1000	1000
10	0	1000	1000

MGDB* if transferred to Special Funds			
at the beginning of year 6			
end of yr	Covered	Special	Total
0	1,000	-	1,000
1	1,050	-	1,050
2	1,103	-	1,103
3	1,158	-	1,158
4	1,216	-	1,216
5	1,276	-	1,276
6	-	1,276	1,276
7	-	1,276	1,276
8	-	1,276	1,276
9	-	1,276	1,276
10	-	1,276	1,276

MGDB* if transferred to Covered Funds			
at the beginning of year 6			
end of yr	Covered	Special	Total
0	-	1,000	1,000
1	-	1,000	1,000
2	-	1,000	1,000
3	-	1,000	1,000
4	-	1,000	1,000
5	-	1,000	1,000
6	1,050	-	1,050
7	1,103	-	1,103
8	1,158	-	1,158
9	1,216	-	1,216
10	1,276	-	1,276

\* MGDB is the 5% Roll-up Minimum Guaranteed Death Benefit.

## APPENDIX H

### Examples of Minimum Guaranteed Income Benefit Calculation

Example 1				
<u>Age</u>		<u>Contract without the MGIB Rider</u>	<u>Contract with the MGIB Rider</u>	<u>Contract with the MGIB Rider Before 1/12/2009</u>
55	Initial Value	\$100,000	\$100,000	\$100,000
	Accumulation Rate	0.0%	0.00%	0.00%
	Rider Charge	0.0%	0.60%	0.60%
65	Contract Value	\$100,000	\$92,219	\$92,219
	Contract Annuity Factor	4.71	4.71	4.71
	Monthly Income	<b>\$471.00</b>	<b>\$434.35</b>	<b>\$434.35</b>
	MGIB Rollup	n/a	\$162,889	\$162,889
	MGIB Ratchet	n/a	\$100,000	\$100,000
	MGIB Annuity Factor	n/a	4.17	4.43
	MGIB Income	<b>n/a</b>	<b>\$679.25</b>	<b>\$721.60</b>
	Income	\$471.00	\$679.25	\$721.60
Example 2				
<u>Age</u>		<u>Contract without the MGIB Rider</u>	<u>Contract with the MGIB Rider</u>	<u>Contract with the MGIB Rider Before 1/12/2009</u>
55	Initial Value	\$100,000	\$100,000	\$100,000
	Accumulation Rate	3.0%	3.0%	3.0%
	Rider Charge	0.0%	0.60%	0.60%
65	Contract Value	\$134,392	\$125,479	\$125,479
	Contract Annuity Factor	4.71	4.71	4.71
	Monthly Income	<b>\$632.98</b>	<b>\$591.01</b>	<b>\$591.01</b>
	MGIB Rollup	n/a	\$162,889	\$162,889
	MGIB Ratchet	n/a	\$125,479	\$125,479
	MGIB Annuity Factor	n/a	4.17	4.43
	MGIB Income	<b>n/a</b>	<b>\$679.25</b>	<b>\$721.60</b>
	Income	\$632.98	\$679.25	\$721.60

<b>Example 3</b>				
<b><u>Age</u></b>		<b>Contract without the MGIB Rider</b>	<b>Contract with the MGIB Rider</b>	<b>Contract with the MGIB Rider Before 1/12/2009</b>
<b>55</b>	Initial Value	\$100,000	\$100,000	\$100,000
	Accumulation Rate	8.0%	8.0%	8.0%
	Rider Charge	0.0%	0.60%	0.60%
<b>65</b>	Contract Value	\$215,892	\$203,538	\$203,538
	Contract Annuity Factor	4.71	4.71	4.71
	Monthly Income	<b>\$1,016.85</b>	<b>\$958.66</b>	<b>\$959.93</b>
	MGIB Rollup	n/a	\$162,889	\$162,889
	MGIB Ratchet	n/a	\$203,538	\$203,808
	MGIB Annuity Factor	n/a	4.17	4.17
	MGIB Income	<b>n/a</b>	<b>\$848.75</b>	<b>\$902.87</b>
	Income	\$1,016.85	\$958.66	\$959.93

The Accumulation Rates shown are hypothetical and intended to illustrate various market conditions. These rates are assumed to be net of all fees and charges. Fees and charges are not assessed against the MGIB Rollup Rate.

## APPENDIX I

### Voya LifePay Plus and Voya Joint LifePay Plus Partial Withdrawal Amount Examples

(For riders issued on or after April 28, 2008, subject to state approval)

The following examples show the adjustment to the Maximum Annual Withdrawal amount for a withdrawal before the Lifetime Withdrawal Phase has begun.

#### **Illustration 1: Adjustment to the Voya LifePay Plus Base for a withdrawal taken prior to the Lifetime Withdrawal Phase.**

Assume the Annuitant is age 55 and the first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender charges. Because the Voya LifePay Plus Rider is not yet eligible to enter the Lifetime Withdrawal Phase, there is no Maximum Annual Withdrawal and the entire withdrawal is considered excess.

If the Voya LifePay Plus Base and contract value before the withdrawal are \$100,000 and \$90,000, respectively, then the Voya LifePay Plus Base will be reduced by 3.33% ( $\$3,000 / \$90,000$ ) to \$96,667 ( $(1 - 3.33\%) * \$100,000$ ).

Any additional withdrawals taken prior to the Annuitant reaching age 59½ will also result in an immediate pro-rata reduction to the Voya LifePay Plus Base.

The following are examples of adjustments to the Maximum Annual Withdrawal amount for withdrawals in excess of the Maximum Annual Withdrawal:

#### **Illustration 2: Adjustment to the Maximum Annual Withdrawal amount for a withdrawal in excess of the Maximum Annual Withdrawal.**

Assume the Maximum Annual Withdrawal is \$5,000.

The first withdrawal taken during the contract year is \$3,000 net, with no surrender charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges. Because total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, there is an adjustment to the Maximum Annual Withdrawal. However, because only \$4,500 in gross withdrawals was taken during the contract year prior to this withdrawal, \$500 of the \$1,500 gross withdrawal is not considered excess.

Total gross withdrawals during the contract year are \$6,000 ( $\$3,000 + \$1,500 + \$1,500$ ). The adjustment is the lesser of the amount by which the total gross withdrawals for the year exceed the Maximum Annual Withdrawal, \$1,000, and the amount of the current gross withdrawal, \$1,500.

If the contract value before this withdrawal is \$50,000, and the contract value is \$49,500 after the part of the gross withdrawal that was within the Maximum Annual Withdrawal, \$500, then the Maximum Annual Withdrawal is reduced by 2.02% ( $\$1,000 / \$49,500$ ) to \$4,899 ( $(1 - 2.02\%) * \$5,000$ ).

#### **Illustration 3: A withdrawal exceeds the Maximum Annual Withdrawal amount but does not exceed the Additional Withdrawal Amount.**

Assume the Maximum Annual Withdrawal is \$5,000. The Required Minimum Distribution for the current calendar year applicable to this contract is determined to be \$6,000. The Additional Withdrawal Amount is set equal to the excess of this amount above the Maximum Annual Withdrawal, \$1,000 ( $\$6,000 - \$5,000$ ).

The first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges. Total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, however, the Maximum Annual Withdrawal is not adjusted until the Additional Withdrawal Amount is exhausted. The amount by which total net withdrawals taken exceed the Maximum Annual Withdrawal, \$1,000 (\$6,000 – \$5,000), is the same as the Additional Withdrawal Amount, so no adjustment to the Maximum Annual Withdrawal is made. If total net withdrawals taken had exceeded the sum of the Maximum Annual Withdrawal and the Additional Withdrawal Amount, then an adjustment would be made to the Maximum Annual Withdrawal.

**Illustration 4: The Additional Withdrawal Amount at the end of the calendar year before it is withdrawn.**

Assume the most recent contract date was July 1, 2010 and the Maximum Annual Withdrawal is \$5,000. Also assume RMDs, applicable to this contract, are \$6,000 and \$5,000 for 2011 and 2012 calendar years respectively.

Between July 1, 2010 and December 31, 2011, a withdrawal of \$5,000 is taken which exhausts the Maximum Annual Withdrawal.

On January 1, 2011, the Additional Withdrawal Amount is set equal to the excess of the 2011 RMD above the existing Maximum Annual Withdrawal, \$1,000 (\$6,000 – \$5,000). Note that while the Maximum Annual Withdrawal has been exhausted, it is still used to calculate the Additional Withdrawal Amount.

The owner now has until December 31, 2011 to take the newly calculated Additional Withdrawal Amount of \$1,000. The owner decides not to take the Additional Withdrawal Amount of \$1,000 in 2011.

On January 1, 2012, the Additional Withdrawal Amount is set equal to the excess of the 2012 RMD above the existing Maximum Annual Withdrawal, \$0 (\$5,000 – \$5,000). Note that the Additional Withdrawal Amount of \$1,000 from the 2011 calendar year carries over into the 2012 calendar year and is available for withdrawal.

**Illustration 5: A withdrawal exceeds the Maximum Annual Withdrawal amount and the Additional Withdrawal Amount.**

Assume the Maximum Annual Withdrawal is \$5,000. The Required Minimum Distribution for the current calendar year applicable to this contract is determined to be \$6,000. The Additional Withdrawal Amount is set equal to the excess of this amount above the Maximum Annual Withdrawal, \$1,000 (\$6,000 – \$5,000).

The first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$3,500 net, with \$0 of surrender charges. Total net withdrawals taken, \$8,000, exceed the sum of the Maximum Annual Withdrawal and the Additional Withdrawal Amount, \$6,000, and there is an adjustment to the Maximum Annual Withdrawal.

Total gross withdrawals during the contract year are \$8,000 (\$3,000 + \$1,500 + \$3,500). The adjustment is the lesser of the amount by which the total gross withdrawals for the year exceed the sum of the Maximum Annual Withdrawal and the Additional Withdrawal Amount (\$8,000 – \$6,000 = \$2,000), and the amount of the current gross withdrawal (\$3,500).

If the contract value before this withdrawal is \$50,000, then the Maximum Annual Withdrawal is reduced by 4.12% (\$2,000 / \$48,500) to \$4,794  $((1 - 4.12\%) * \$5,000)$ .

**Illustration 6: Adjustment to the Maximum Annual Withdrawal amount for a withdrawal in excess of the Maximum Annual Withdrawal.**

Assume the Maximum Annual Withdrawal is \$5,000.

The first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges. Because total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, there is an adjustment to the Maximum Annual Withdrawal. However, because only \$4,500 in gross withdrawals was taken during the contract year prior to this withdrawal, \$500 of the \$1,500 gross withdrawal is not considered excess.

Total gross withdrawals during the contract year are \$6,000 (\$3,000 + \$1,500 + \$1,500). The adjustment is the lesser of the amount by which the total gross withdrawals for the year exceed the Maximum Annual Withdrawal, \$1,000, and the amount of the current gross withdrawal, \$1,500.

If the contract value after the part of the gross withdrawal that was within the Maximum Annual Withdrawal, \$500, is \$49,500, then the Maximum Annual Withdrawal is reduced by 2.02% ( $\$1,000 / \$49,500$ ) to \$4,899  $((1 - 2.02\%) * \$5,000)$ .

Another withdrawal is taken during that same contract year in the amount of \$400 net, with \$100 of surrender charges. Total gross withdrawals during the contract year are \$6,500 (\$3,000 + \$1,500 + \$1,500 + \$500). The adjustment to the MAW is the lesser of the amount by which the total gross withdrawals for the year exceed the Maximum Annual Withdrawal, \$1,500, and the amount of the current gross withdrawal, \$500.

If the contract value before this withdrawal is \$48,500, then the Maximum Annual Withdrawal is reduced by 1.03% ( $\$500 / \$48,500$ ) to \$4,849  $((1 - 1.03\%) * \$4,899)$ .

## APPENDIX J

### Examples of Fixed Allocation Funds Automatic Rebalancing

The following examples are designed to assist you in understanding how Fixed Allocation Funds Automatic Rebalancing works. The examples assume that there are no investment earnings or losses.

#### I. Subsequent Payments

A. Assume that on Day 1, an owner deposits an initial payment of \$100,000, which is allocated 100% to Accepted Funds. No Fixed Allocation Funds Automatic Rebalancing would occur, because this allocation meets the required investment option allocation.

B. Assume that on Day 2, the owner deposits an additional payment of \$500,000, bringing the total contract value to \$600,000, and allocates this deposit 100% to Other Funds. Because the percentage allocated to the Fixed Allocation Funds (0%) is less than 30% of the total amount allocated to the Fixed Allocation Funds and the Other Funds, we will automatically reallocate \$150,000 from the amount allocated to the Other Funds (30% of the \$500,000 allocated to the Other Funds) to the Fixed Allocation Funds. Your ending allocations will be \$100,000 to Accepted Funds, \$150,000 to the Fixed Allocation Funds, and \$350,000 to Other Funds.

#### II. Partial Withdrawals

A. Assume that on Day 1, an owner deposits an initial payment of \$100,000, which is allocated 65% to Accepted Funds (\$65,000), 30% to the Fixed Allocation Funds (\$30,000), and 5% to Other Funds (\$5,000). No Fixed Allocation Funds Automatic Rebalancing would occur, because this allocation meets the required investment option allocation.

B. Assume that on Day 2, the owner requests a partial withdrawal of \$29,000 from the Fixed Allocation Funds. Because the remaining amount allocated to the Fixed Allocation Funds (\$1,000) is less than 30% of the total amount allocated to the Fixed Allocation Funds and the Other Funds, we will automatically reallocate \$800 from the Other Funds to the Fixed Allocation Funds, so that the amount allocated to the Fixed Allocation Funds (\$1,800) is 30% of the total amount allocated to the Fixed Allocation Funds and Other Funds (\$6,000).

## APPENDIX K

### Information Regarding Previous Versions of the Voya LifePay Plus and Voya Joint LifePay Plus Riders

#### Important Note:

*The following information pertains to the form of Voya LifePay Plus and Voya Joint LifePay Plus riders available for purchase on and after April 28, 2008 through April 30, 2009, in states where approved. If this form of Voya LifePay Plus or Voya Joint LifePay Plus rider is not yet approved for sale in your state, or if you have purchased a previous version of this rider, please see page K8 for more information. If you purchased the Voya LifePay or Voya Joint LifePay rider, please see Appendix L for more information.*

**Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit (“Voya LifePay Plus”) Rider.** The Voya LifePay Plus rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals from the contract for the lifetime of the annuitant, even if these withdrawals deplete your contract value to zero. You may wish to purchase this rider if you are concerned that you may outlive your income.

**Purchase.** In order to elect the Voya LifePay Plus rider, the annuitant must be the owner or one of the owners, unless the owner is a non-natural owner. Joint annuitants are not allowed. The maximum issue age is 80. The issue age is the age of the owner (or the annuitant if there are joint owners or the owner is non-natural) on the rider effective date. The Voya LifePay Plus rider is subject to broker-dealer availability. This version of the Voya LifePay Plus rider was available for contracts issued **on and after April 28, 2008 through April 30, 2009** (subject to availability and state approvals) that did not already have a living benefit rider. **The Voya LifePay Plus rider will not be issued if the initial allocation to investment options is not in accordance with the investment option restrictions described in “Investment Option Restrictions,” below.** The Company in its discretion may allow the rider to be elected after a contract has been issued without it, subject to certain conditions. Contact the Customer Service for more information. Such election must be received in good order, including compliance with the investment restrictions described below. The rider will be effective as of the following quarterly contract anniversary.

**Rider Effective Date.** The rider effective date is the date coverage under the Voya LifePay Plus rider begins. If you purchase the Voya LifePay Plus rider when the contract is issued, the rider effective date is also the contract date. If you purchase the Voya LifePay Plus rider after contract issue, the rider effective date will be the date of the contract’s next following quarterly contract anniversary. A quarterly contract anniversary occurs each quarter of a contract year from the contract date.

**Charge.** The charge for the Voya LifePay Plus rider, a living benefit, is deducted quarterly from your contract value:

Maximum Annual Charge	Current Annual Charge
1.30%	0.65%

This quarterly charge is a percentage of the Voya LifePay Plus Base. **If this rider was purchased before January 12, 2009, the current annual charge is 0.55%.** We deduct the charge in arrears based on the contract date (contract year versus calendar year). In arrears means the first charge is deducted at the end of the first quarter from the contract date. If the rider is added after contract issue, the rider and charges will begin on the next following quarterly contract anniversary. The charge will be pro-rated when the rider is terminated. Charges will no longer be deducted once your rider enters Lifetime Automatic Periodic Benefit Status. Lifetime Automatic Periodic Benefit Status occurs if your contract value is reduced to zero and other conditions are met. We reserve the right to increase the charge for the Voya LifePay Plus rider upon an Annual Ratchet once the Lifetime Withdrawal Phase begins. For riders issued before January 12, 2009, we reserve the right to increase the charge for the Voya LifePay Plus rider upon a Quarterly Ratchet once the Lifetime Withdrawal Phase begins. You will never pay more than new issues of this rider, subject to the maximum annual charge. We will not increase your charge for your first five years after the effective date of the rider.

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. But currently, a Market Value Adjustment would not apply when this charge is deducted from the Fixed Account. With the Fixed Account, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Account, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**No Cancellation.** Once you purchase the Voya LifePay Plus rider, you may not cancel it unless you: a) cancel the contract during the contract's free look period; b) surrender; c) begin income phase payments; or d) otherwise terminate the contract pursuant to its terms. These events automatically cancel the Voya LifePay Plus rider. The Company may, at its discretion, cancel and/or replace the Voya LifePay Plus rider at your request in order to renew or reset the rider.

**Termination.** The Voya LifePay Plus rider is a "living benefit," which means the guaranteed benefits offered are intended to be available to you while you are living and while your contract is in the accumulation phase. The optional rider automatically terminates if you:

1. Terminate your contract pursuant to its terms during the accumulation phase, surrender your contract, or begin receiving income phase payments in lieu of payments under the rider; or
2. Die during the accumulation phase (first owner to die in the case of joint owners, or death of annuitant if the contract is a custodial IRA), unless your spouse beneficiary elects to continue the contract; or
3. Change the owner of the contract (other than a spousal beneficiary continuation on your death).

Other circumstances that may cause the Voya LifePay Plus rider to terminate automatically are discussed below.

**Highlights.** *This paragraph introduces the terminology used with the Voya LifePay Plus rider and how its components generally work together. Benefits and guarantees are subject to the terms, conditions and limitations of the Voya LifePay Plus rider. More detailed information follows below, with capitalized words that are underlined indicating headings for ease of reference.* The Voya LifePay Plus rider guarantees an amount available for withdrawal from the contract in any contract year once the Lifetime Withdrawal Phase begins -- we use the Voya LifePay Plus Base as part of the calculation of the Maximum Annual Withdrawal. The guarantee continues when the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, at which time we will pay you periodic payments in an annual amount equal to the Maximum Annual Withdrawal (since contract value would be zero) until the annuitant's death. The Voya LifePay Plus Base is eligible for Annual Ratchets and 6% Compounding Step-Ups (Quarterly Ratchets and 7% Compounding Step-Ups for riders issued before January 12, 2009), and subject to adjustment for any Excess Withdrawals. The Voya LifePay Plus rider has an allowance for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that would otherwise be Excess Withdrawals. The Voya LifePay Plus rider has a death benefit that is payable upon the contract owner's death only when the Voya LifePay Plus Death Benefit Base is greater than the contract's death benefit. The Voya LifePay Plus rider allows for spousal continuation.

**Voya LifePay Plus Base.** The Voya LifePay Plus Base is first calculated when you purchase the Voya LifePay Plus rider: (a) On the contract date, it is equal to the initial premium; and (b) After the contract date, it is equal to the contract value on the effective date of the rider.

The Voya LifePay Plus Base is increased, dollar for dollar, by any subsequent premiums. We refer to the Voya LifePay Plus Base as the MGWB Base in the Voya LifePay Plus rider.

**Withdrawals and Excess Withdrawals.** Once the Lifetime Withdrawal Phase begins, withdrawals within a contract year up to the Maximum Annual Withdrawal, including for payment of third-party investment advisory fees, have no impact on the Voya LifePay Plus Base. These withdrawals will not incur surrender charges or a negative Market Value Adjustment associated with any Fixed Account allocations. For example, assume the current contract value is \$90,000 on a contract with the Voya LifePay Plus rider in the Lifetime Withdrawal Phase. The Voya LifePay Plus Base is \$100,000, and the Maximum Annual Withdrawal is \$5,000. Even though a withdrawal of \$5,000 would reduce the contract value to \$85,000, the Voya LifePay Plus Base would remain at its current level (as would the Maximum Annual Withdrawal as well) since the withdrawal did not exceed the Maximum Annual Withdrawal. See below for more information about the Maximum Annual Withdrawal.

An Excess Withdrawal is either a) a withdrawal before the Lifetime Withdrawal Phase begins (except for payment of third-party investment advisory fees); or b) once the Lifetime Withdrawal Phase begins, any portion of a withdrawal during a contract year that exceeds the Maximum Annual Withdrawal. An Excess Withdrawal is also a withdrawal after spousal continuation of the contract but before the Voya LifePay Plus riders' guarantees resume, which occurs on the next quarterly contract anniversary following spousal continuation. An Excess Withdrawal will cause a pro-rate reduction of the Voya LifePay Plus Base -- in the same proportion as contract value is reduced by the portion of the withdrawal that is considered excess, inclusive of surrender charges or Market Value Adjustment associated with any Fixed Account allocations (rather than the total amount of the withdrawal). An Excess Withdrawal will also cause the Maximum Annual Withdrawal to be recalculated. See Illustrations 1, 2, and 6 for examples of the consequences of an excess withdrawal.

Please note that any withdrawals before the rider effective date in the same contract year when the Voya LifePay Plus rider is added after contract issue are counted in calculating your withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

**Annual Ratchet.** The Voya LifePay Plus Base is recalculated on each contract anniversary -- to equal the greater of: a) the current Voya LifePay Plus Base; or b) the current contract value. We call this recalculation an Annual Ratchet.

For riders issued before January 12, 2009, the Voya LifePay Plus Base is recalculated on each quarterly contract anniversary (once each quarter a contract year from the contract date). We call this recalculation a Quarterly Ratchet.

Once the Lifetime Withdrawal Phase begins, we reserve the right to increase the charge for the Voya LifePay Plus rider upon an Annual Ratchet. You will never pay more than new issues of the Voya LifePay Plus rider, subject to the maximum annual charge, and we will not increase this charge for your first five years after the rider effective date. We will notify you in writing not less than 30 days before a charge increase. You may avoid the charge increase by canceling the forthcoming Annual Ratchet. Our written notices will outline the procedure you will need to follow to do so. Please note, however, that from then on the Voya LifePay Plus Base would no longer be eligible for any Annual Ratchets, so the Maximum Annual Withdrawal percentage would not be eligible to increase. More information about the Maximum Annual Withdrawal Percentage is below under "Maximum Annual Withdrawal." Our written notice will also remind you of the consequences of canceling the forthcoming Annual Ratchet.

For riders issued before January 12, 2009, we reserve the right to increase the charge for this rider upon a Quarterly Ratchet once the Lifetime Withdrawal Phase begins. You will never pay more than new issues of the rider, subject to the maximum charge, and we promise not to increase the charge for your first five contract years. Canceling a forthcoming Quarterly Ratchet to avoid the charge increase will have the same outcome as noted above.

**6% Compounding Step-Up.** The Voya LifePay Plus Base is recalculated on each of the first ten contract anniversaries after the rider effective date SO LONG AS no withdrawals were taken during the preceding contract year. The recalculated Voya LifePay Plus Base will equal the greatest of a) the current Voya LifePay Plus Base; b) the current contract value; and c) the Voya LifePay Plus Base on the previous contract anniversary, increased by 6%, plus any premiums received and minus any withdrawals for payment of third-party investment advisory fees since the previous contract anniversary. We call this recalculation a 6% Compounding Step-Up.

Please note there are no partial 6% Compounding Step-Ups. The 6% Compounding Step-Up is not pro-rated. For riders added to existing contracts (a post contract issuance election), the first opportunity for a 6% Compounding Step-Up will not be until the first contract anniversary after a full contract year has elapsed since the rider effective date.

For example, assume a contract owner decides to add the Voya LifePay Plus rider on March 15, 2009 to a contract that was purchased on January 1, 2009. The rider effective date is April 1, 2009, which is the date of the contract's next following quarterly contract anniversary. Because on January 1, 2010 a full contract year will not have elapsed since the rider effective date, the Voya LifePay Plus Base will not be eligible for a step-up. Rather, the first opportunity for a step-up with this contract will be on January 1, 2011.

For riders issued before January 12, 2009, the step-up is 7%, which we call a 7% Compounding Step-Up. The 7% Compounding Step-Up is not pro-rated.

**Lifetime Withdrawal Phase.** The Lifetime Withdrawal Phase begins on the date of your first withdrawal (except those for payment of third-party investment advisory fees), SO LONG AS the annuitant is age 59½. On this date, the Voya LifePay Plus Base is recalculated to equal the greater of the current Voya LifePay Plus Base or the current contract value. The Lifetime Withdrawal Phase will continue until the earliest of:

1. the date income phase payments begin (see "The Income Phase");
2. reduction of the contract value to zero by an Excess Withdrawal;
3. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal;
4. the surrender of the contract; or
5. the death of the owner (first owner, in the case of joint owners; annuitant, in the case of a non-natural person owner), unless your spouse beneficiary elects to continue the contract.

The Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status in the even contract value is reduced to zero other than by an Excess Withdrawal. Please see "Lifetime Automatic Periodic Benefit Status" below for more information.

**Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is the amount that the Voya LifePay Plus rider guarantees to be available for withdrawal from the contract in any contract year. The Maximum Annual Withdrawal is first calculated when the Lifetime Withdrawal Phase begins and equals the Maximum Annual Withdrawal percentage, based on the annuitant's age, multiplied by the Voya LifePay Plus Base.

The Maximum Annual Withdrawal Percentages are:

<u>Maximum Annual Withdrawal Percentage</u>	<u>Age</u>
4%	59½ – 64
5%	65+

If the rider was issued prior to January 12, 2009, the Maximum Annual Withdrawal percentage is 5%.

The Maximum Annual Withdrawal is thereafter recalculated whenever the Voya LifePay Plus Base is recalculated, for example, upon an Annual Ratchet or 6% Compounding Step-Up (Quarterly Ratchet or 7% Compounding Step-Up if this rider was purchased before January 12, 2009). In addition, the Maximum Annual Withdrawal Percentage can increase with the Annual Ratchet as the annuitant grows older.

In the event that on the date the Lifetime Withdrawal Phase begins the contract value is greater than the Voya LifePay Plus Base, then before the Maximum Annual Withdrawal is first calculated, the Voya LifePay Plus Base will be set equal to the contract value. The greater the Voya LifePay Plus Base, the greater the amount will be available to you for withdrawal under the Voya LifePay Plus rider in calculating the Maximum Annual Withdrawal for the first time. In addition, if the contract's income phase commencement date is reached while the Voya LifePay Plus rider is in the Lifetime Withdrawal Phase, you may elect a life only income phase option, in lieu of the contract's other income phase options, under which we will pay the greater of the income phase payout under the contract and the equal payments of the Maximum Annual Withdrawal. For more information about the contract's income phase options, see "The Income Phase" in the prospectus.

**Required Minimum Distributions.** The Voya LifePay Plus rider allows for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that exceed the Maximum Annual Withdrawal without causing a pro-rata reduction of the Voya LifePay Plus Base and recalculation of the Maximum Annual Withdrawal. If your Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to this contract, is greater than the Maximum Annual Withdrawal on that date, then an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal. Once you have taken the Maximum Annual Withdrawal for the then current contract year, the dollar amount of any additional withdrawals will count first against and reduce any unused Additional Withdrawal Amount for the previous calendar year followed by any Additional Withdrawal Amount for the current calendar year -- without constituting an Excess Withdrawal.

See Illustration 3.

Withdrawals that exceed the Maximum Annual Withdrawal and all available Additional Withdrawal Amounts are Excess Withdrawals that will cause a pro-rata reduction of the Voya LifePay Plus Base and the Maximum Annual Withdrawal to be recalculated. See Illustration 5 for an example of the consequences of an Excess Withdrawal with an Additional Withdrawal Amount. The Additional Withdrawal Amount is available on a calendar year basis and recalculated every January, reset to equal that portion of the Required Minimum Distribution for that calendar year that exceeds the Maximum Annual Withdrawal on that date. Any unused amount of the Additional Withdrawal Amount carries over into the next calendar year and is available through the end of that year, at which time any amount remaining will expire. See Illustration 4 for an example of the Additional Withdrawal Amount being carried over. **Please note that there is no adjustment to the Additional Withdrawal Amount for Annual Ratchets (Quarterly Ratchets for riders issued before January 12, 2009), or upon spousal continuation of the Voya LifePay Plus Rider.**

**Lifetime Automatic Periodic Benefit Status.** The Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status when your contract value is reduced to zero other than by an Excess Withdrawal (a withdrawal in excess of the Maximum Annual Withdrawal that causes your contract value to be reduced to zero will terminate the Voya LifePay Plus rider). You will no longer be entitled to make withdrawals, but instead will begin to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal. When the rider enters Lifetime Automatic Periodic Benefit Status:

1. The contract will provide no further benefits (including death benefits) other than as provided under the Voya LifePay Plus rider;
2. No further premium payments will be accepted; and
3. Any other riders issued with the contract will terminate, unless otherwise specified in that rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. These payments will cease upon the death of the annuitant at which time both the rider and the contract will terminate. The rider will remain in Lifetime Automatic Periodic Benefit Status until it terminates without value upon the annuitant's death.

If, when the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, your net withdrawals to date are less than the Maximum Annual Withdrawal for that contract year, then we will pay you the difference immediately. The periodic payments will begin on the first contract anniversary following the date the rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter.

In the event contract value is reduced to zero before the Lifetime Withdrawal Phase begins, Lifetime Automatic Periodic Benefit Status is deferred until the contract anniversary on or after the annuitant is age 59½. During this time, the Voya LifePay Plus rider's death benefit remains payable upon the annuitant's death, and the Voya LifePay Plus rider remains eligible for the 6% Compounding Step-Ups (7% of Compounding Step-Ups for riders issued before January 12, 2009). Once the Voya LifePay Plus rider enters the Lifetime Automatic Periodic Benefit Status, periodic payments will begin in an annual amount equal to the Maximum Annual Withdrawal percentage multiplied by the Voya LifePay Plus Base.

You may elect to receive systematic withdrawals pursuant to the terms of the contract. Under a systematic withdrawal, either a fixed amount or an amount based upon a percentage of the contract value will be withdrawn from your contract and paid to you on a scheduled basis, either monthly, quarterly, or annually. If, at the time the rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made annually, then the payments will be made on each following contract anniversary.

**Investment Option Restrictions.** While the Voya LifePay Plus rider is in effect, there are limits on the portfolios to which your contract value may be allocated. Contract value allocated to portfolios other than Accepted Funds will be rebalanced so as to maintain at least a specified percentage of such contract value in the Fixed Allocation Funds, which percentage depends on the rider's purchase date:

Rider Purchase Date	Fixed Allocation Fund Percentage
Currently	30%
Before January 12, 2009	25%
Before October 6, 2008	20%

See "Fixed Allocation Funds Automatic Rebalancing," below. We impose these investment option restrictions in order to lessen the likelihood we would have to make payments under this rider. We require these allocations regardless of your investment instructions under the contract. The Voya LifePay Plus rider will not be issued until your contract value is allocated in accordance with these investment option restrictions. The timing of when and how we apply these investment option restrictions is discussed further below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution Income Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- VY® T. Rowe Price Capital Appreciation Portfolio

If this rider was purchased before January 12, 2009, the following are additional Accepted Funds:

- Voya Global Value Advantage Portfolio
- VY® Franklin Templeton Founding Strategy Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

**Fixed Allocation Funds.** Currently, the Fixed Allocation Funds are:

- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio
- VY® BlackRock Inflation Protected Bond Portfolio

You may allocate your contract value to one or more Fixed Allocated Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

If the rider is not continued under the spousal continuation right when available, a Fixed Allocation Fund may be reclassified as a Special Fund as of the contract continuation date if it would otherwise be designated as a Special Fund for purposes of the contract's death benefits. For purposes of calculating any applicable death benefit guaranteed under the contract, any allocation of contract value to the Fixed Allocation Funds will be considered a Covered Fund allocation while the rider is in effect.

**Other Funds.** All portfolios available under the contract other than Accepted Funds or the Fixed Allocation Funds are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than the specified percentage noted above of the total contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya LifePay Plus Rebalancing Date, we will automatically rebalance the contract value allocated to the Fixed Allocation Funds and Other Funds so that a specified percentage of this amount is allocated to the Fixed Allocation Funds. The specified percentage depends on the rider's purchase dated. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Other Funds and will be the last transaction processed on that date. The Voya LifePay Plus Rebalancing Dates occur on each contract anniversary and after the following transactions:

1. Receipt of additional premiums;
2. Transfer or reallocation among the Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you;
3. Withdrawals from the Fixed Allocation Funds or Other Funds.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing." You will be notified that Fixed Allocation Funds Automatic Rebalancing has occurred, along with your new allocations, by a confirmation statement that will be mailed to you after Fixed Allocation Funds Automatic Rebalancing has occurred.

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into a Fixed Allocation Fund even if you have not previously been invested in it. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I." **By electing to purchase the Voya LifePay Plus rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Funds. You should not purchase the Voya LifePay Plus rider if you do not wish to have your contract value reallocated in this manner.**

**Death of Owner or Annuitant.** The Voya LifePay Plus rider terminates (with the rider's charges pro-rated) on the date of death of the owner (or in the case of joint owners, the first owner), or the annuitant if there is a non-natural owner. Also, a Voya LifePay Plus rider that is in Lifetime Automatic Periodic Benefit Status terminates on the date of the annuitant's death.

**Voya LifePay Plus Death Benefit Base.** The Voya LifePay Plus rider has a death benefit that is payable upon the owner's death only when the Voya LifePay Plus Death Benefit Base is greater than the contract's death benefit. The Voya LifePay Plus Death Benefit Base is first calculated when you purchase the Voya LifePay Plus rider. If the Voya LifePay Plus rider is purchased on the contract date, the initial Voya LifePay Plus Death Benefit Base is equal to the initial premium. If the Voya LifePay Plus rider is purchased after the contract date, the initial Voya LifePay Plus Death Benefit Base is equal to the contract value on the rider effective date.

The Voya LifePay Plus Death Benefit Base is increased by the dollar amount of any subsequent premiums and subject to any withdrawal adjustments. The Voya LifePay Plus Death Benefit Base is reduced by the dollar amount of any withdrawals for the payment of third-party investment advisory fees before the Lifetime Withdrawal Phase begins, and for any withdrawals once the Lifetime Withdrawal Phase begins that are not Excess Withdrawals, including withdrawals for payment of third-party investment advisory fees. The Voya LifePay Plus Death Benefit Base is subject to a pro-rata reduction for an Excess Withdrawal. Please see "Withdrawals and Excess Withdrawals" for more information.

There is no additional charge for the death benefit associated with the Voya LifePay Plus rider. Please note that the Voya LifePay Plus Death Benefit Base is not eligible to participate in Annual Ratchets or 6% Compounding Step-Ups (Quarterly Ratchets and 7% Compounding Step-Ups if the rider was purchased before January 12, 2009).

In the event the Voya LifePay Plus Death Benefit Base is greater than zero when the Voya LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, each periodic payment reduces the Voya LifePay Plus Death Benefit Base dollar for dollar until the earlier of the Voya LifePay Plus Death Benefit Base being reduced to zero or the annuitant's death. Upon the annuitant's death, any remaining Voya LifePay Plus death benefit is payable to the beneficiary in a lump-sum.

**Spousal Continuation.** If the surviving spouse of the deceased owner continues the contract (see "Death Benefit Choices—Continuation After Death—Spouse"), the rider will also continue, provided the spouse becomes the annuitant and sole owner. At the time the contract is continued, the Voya LifePay Plus Base is recalculated to equal the contract value, inclusive of the guaranteed death benefit -- UNLESS the continuing spouse is a joint owner and the original annuitant, OR the Lifetime Withdrawal Phase has not yet begun. In these cases, the Voya LifePay Plus Base is recalculated to equal the greater of a) the contract value, inclusive of the guaranteed death benefit; and b) the last-calculated Voya LifePay Plus Base, subject to pro-rata adjustment for any withdrawals before spousal continuation. Regardless, the Voya LifePay Plus rider's guarantees resume on the next quarterly contract anniversary following spousal continuation. Any withdrawals after spousal continuation of the contract but before the Voya LifePay Plus rider's guarantees resume are Excess Withdrawals. The LifePay Plus rider remains eligible for the Annual Ratchet upon recalculation of the Voya LifePay Plus Base (Quarterly Ratchets if this rider was purchased before January 12, 2009).

The Maximum Annual Withdrawal is also recalculated at the same time as the Voya LifePay Plus Base; however, there is no Maximum Annual Withdrawal upon spousal continuation until the Lifetime Withdrawal Phase begins on the date of the first withdrawal after spousal continuation, SO LONG AS the annuitant is age 59½. The Maximum Annual Withdrawal is recalculated to equal 5% (the Maximum Annual Withdrawal percentage) multiplied by the Voya LifePay Plus Base. There is no adjustment to the Additional Withdrawal Amount upon spousal continuation of the Voya LifePay Plus rider for a contract subject to the Required Minimum Distribution rules of the Tax Code. Any withdrawals before the contract owner's death and spousal continuation are counted in calculating your withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

Please note, if the contract value is greater than the Voya LifePay Plus Base on the date the Lifetime Withdrawal Phase begins, then the Voya LifePay Plus Base will be set equal to the contract value before the Maximum Annual Withdrawal is first calculated. Also, upon spousal continuation, the Voya LifePay Plus Death Benefit Base equals the Voya LifePay Plus Death Benefit Base before the contract owner's death, subject to any pro-rata adjustment for withdrawals before spousal continuation of the rider.

Contrary to the Voya Joint LifePay Plus rider, spousal continuation of the Voya LifePay Plus rider would likely NOT take effect at the same time as the contract is continued. As noted above, the Voya LifePay Plus rider provides for spousal continuation only on a quarterly contract anniversary (subject to the spouse becoming the annuitant and sole owner). So if you are concerned about the availability of benefits being interrupted with spousal continuation of the Voya LifePay Plus rider, you might instead want to purchase the Voya Joint LifePay Plus rider.

**Change of Owner or Annuitant.** The Voya LifePay Plus rider terminates (with the rider's charge pro-rated) upon an ownership change or change of annuitant, except for:

1. spousal continuation as described above;
2. change of owner from one custodian to another custodian;
3. change of owner from a custodian for the benefit of an individual to the same individual;
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. change in trust as owner where the individual owner and the grantor of the trust are the same individual;
7. change of owner from an individual to a trust where the individual owner and the grantor of the trust are the same individual;
8. change of owner from a trust to an individual where the individual owner and the grantor of the trust are the same individual; and
9. change of owner pursuant to a court order.

**Surrender Charges.** Once the Lifetime Withdrawal Phase begins, your withdrawals within a contract year up to the Maximum Annual Withdrawal (and any applicable Additional Withdrawal Amount) are not subject to surrender charges. We waive any surrender charges otherwise applicable to your withdrawal in a contract year that are less than or equal to the Maximum Annual Withdrawal. Excess Withdrawals are subject to surrender charges, whether or not the Lifetime Withdrawal Phase has begun. Once your contract value is reduced to zero, any periodic payments under the Voya LifePay Plus rider are not subject to surrender charges. Moreover, with no contract value, none of your contract level recurring charges (e.g., the Mortality and Expense Risk Charge) would be deducted.

**Loans.** No loans are permitted on contracts with the Voya LifePay Plus rider.

**Taxation.** For more information about the tax treatment of amounts paid to you under the Voya LifePay Plus Rider, see "Federal Tax Considerations—Tax Consequences of Living Benefits and Death Benefit" in the prospectus.

**Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit ("Voya Joint LifePay Plus") Rider.** The Voya Joint LifePay Plus rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals from the contract for the lifetime of both you and your spouse, even if these withdrawals deplete your contract value to zero. You may wish to purchase this rider if you are married and are concerned that you and your spouse may outlive your income.

**Purchase.** The Voya Joint LifePay Plus rider is only available for purchase by individuals who are married at the time of purchase (spouses) and eligible to elect spousal continuation (as defined by the Tax Code) of the contract when the death benefit becomes payable, subject to the owner, annuitant, and beneficiary requirement below. The maximum issue age is 80. Both spouses must meet these issue age requirements. The issue age is the age of the owners on the date on the rider effective date. The Voya Joint LifePay Plus rider is subject to broker-dealer availability. The Voya Joint LifePay Plus rider was available for contracts issued on and after April 28, 2008 through April 30, 2009 (subject to availability and state approvals) that did not already have a living benefit rider. **The Voya Joint LifePay Plus rider will not be issued unless the required owner, annuitant, and beneficiary designations are met, and until your contract value is allocated in accordance with the investment option restrictions described in "Investment Option Restrictions," below.** The Company in its discretion may allow the rider to be elected after a contract has been issued without it, subject to certain conditions. Contact the Customer Service for more information. Such election must be received in good order, including compliance with the investment restrictions described below. The rider will be effective as of the following quarterly contract anniversary.

**Ownership, Annuitant, and Beneficiary Designation Requirements.** Certain ownership, annuitant, and beneficiary designations are required in order to purchase the Voya Joint LifePay Plus rider. These designations depend upon whether the contract is issued as a nonqualified contract, an IRA or a custodial IRA. In all cases, the ownership, annuitant, and beneficiary designations must allow for the surviving spouse to continue the contract when the death benefit becomes payable, as provided by the Tax Code. Non-natural, custodial owners are only allowed with IRAs (“custodial IRAs”). Joint annuitants are not allowed. The necessary ownership, annuitant, and/or beneficiary designations are described below. Applications that do not meet the requirements below will be rejected. We reserve the right to verify the date of birth and social security number of both spouses.

**Nonqualified Contracts.** For a jointly owned contract, the owners must be spouses, and the annuitant must be one of the owners. For a contract with only one owner, the owner’s spouse must be the sole primary beneficiary, and the annuitant must be one of the spouses.

**IRAs.** There may only be one owner, who must also be the annuitant. The owner’s spouse must be the sole primary beneficiary.

**Custodial IRAs.** While we do not maintain individual owner and beneficiary designations for IRAs held by an outside custodian, the ownership and beneficiary designations with the custodian must comply with the requirements listed in “IRAs,” above. The annuitant must be the same as the beneficial owner of the custodial IRA. We require the custodian to provide us the name and date of birth of both the owner and the owner’s spouse.

**Rider Effective Date.** The rider effective date is the date coverage under the Voya Joint LifePay Plus rider begins. If you purchase the Voya Joint LifePay Plus rider when the contract is issued, the Voya Joint LifePay Plus rider effective date is also the contract date. If the Voya Joint LifePay Plus rider is added after contract issue, the rider effective date is the date of the contract’s next following quarterly contract anniversary. A quarterly contract anniversary occurs each quarter of a contract year from the contract date.

**No Cancellation.** Once you purchase the Voya Joint LifePay Plus rider, you may not cancel it unless you: a) cancel the contract during the contract’s free look period; b) surrender; c) begin receiving income phase payments in lieu of payments under the rider; or d) otherwise terminate the contract pursuant to its terms. These events automatically cancel the rider. The Company may, at its discretion, cancel and/or replace the Voya Joint LifePay Plus rider at your request in order to renew or reset the rider.

**Termination.** The Voya Joint LifePay Plus rider is a “living benefit,” which means the guaranteed benefits offered are intended to be available to you and your spouse while you are living and while your contract is in the accumulation phase. The optional rider automatically terminates if you:

1. Terminate your contract pursuant to its terms during the accumulation phase, surrender, or begin receiving income phase payments in lieu of payments under the rider;
2. Die during the accumulation phase (first owner to die in the case of joint owners, or death of annuitant if the contract is a custodial IRA), unless your spouse elects to continue the contract (and your spouse is active for purposes of the Voya Joint LifePay Plus rider); or
3. Change the owner of the contract.

Other circumstances that may cause the Voya Joint LifePay Plus rider to terminate automatically are discussed below.

**Active Spouse.** An Active Spouse is the person (people) upon whose life and age the guarantees are calculated under the Voya Joint LifePay Plus rider. There must be two Active Spouses when you purchase the Voya Joint LifePay Plus rider, who are married to each other and are joint owners, or, for a contract with only one owner, the spouse must be the sole primary beneficiary. You cannot add an Active Spouse after the rider effective date. In general, changes to the ownership of the contract, or changes to the annuitant and/or beneficiary designations, will result in one spouse being deactivated (the spouse is thereafter “inactive”). An inactive spouse is **not** eligible to exercise any rights or receive any benefits under the Voya Joint LifePay Plus rider, including continuing the Voya Joint LifePay Plus rider upon spousal continuation of the contract. Once an Active Spouse is deactivated, the spouse may not become an Active Spouse again. Specific situations that will result in an Active Spouse being deactivated include:

1. For nonqualified contracts where the spouses are joint owners, the removal of a joint owner (if that spouse does not automatically become sole primary beneficiary pursuant to the terms of the contract), or the change of one joint owner to a person other than an Active Spouse;
2. For nonqualified contracts where one spouse is the owner and the other spouse is the sole primary beneficiary, as well as for IRA contracts (including custodial IRAs), the addition of a joint owner who is not also an Active Spouse or any change of beneficiary (including the addition of primary beneficiaries); and
3. A spouse’s death.

An owner may also request that one spouse be treated as inactive (deactivated). Both contract owners must agree to such a request when there are joint owners. **However, all charges for the Voya Joint LifePay Plus rider will continue to apply, even after a spouse is deactivated, regardless of the reason. You should make sure you understand the impact of beneficiary and owner changes on the Voya Joint LifePay Plus rider prior to requesting any such changes.**

Please note that a divorce will terminate the ability of an ex-spouse to continue the contract. See “Divorce,” below.

**Charge.** The charge for the Voya Joint LifePay Plus rider, a living benefit, is deducted quarterly from your contract value:

Maximum Annual Charge	Current Annual Charge
1.50%	0.90%

This quarterly charge is a percentage of the Voya Joint LifePay Plus Base. **If the rider was purchased before January 12, 2009, the current annual charge is 0.80%.** We deduct the charge in arrears based on the contract date (contract year versus calendar year). In arrears means the first charge is deducted at the end of the first quarter from the contract date. If the rider is added after contract issue, the rider and charges will begin on the next following quarterly contract anniversary. The charge will be pro-rated when the rider is terminated. Charges will no longer be deducted once your rider enters Lifetime Automatic Periodic Benefit Status. Lifetime Automatic Periodic Benefit Status occurs if your contract value is reduced to zero and other conditions are met. We reserve the right to increase the charge for the Voya LifePay Plus rider upon an Annual Ratchet once the Lifetime Withdrawal Phase begins. For riders issued before January 12, 2009, we reserve the right to increase the charge for the Voya LifePay Plus rider upon a Quarterly Ratchet once the Lifetime Withdrawal Phase begins. You will never pay more than new issues of this rider, subject to the maximum annual charge. We will not increase the charge for the first five years after the effective date of the rider. You will never pay more than new issues of this rider, subject to the maximum annual charge. For more information about how this rider works, including when Lifetime Automatic Periodic Benefit Status begins, please see “Optional Living Benefit Riders–Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit Rider.”

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. But currently, a Market Value Adjustment would not apply when this charge is deducted from a Fixed Interest Allocation. With Fixed Interest Allocations, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Interest Allocation, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**Highlights.** *This paragraph introduces the terminology used with the Voya Joint LifePay Plus rider and how its components generally work together. Benefits and guarantees are subject to the terms, conditions and limitations of the Voya Joint LifePay Plus rider. More detailed information follows below, with capitalized words that are underlined indicating headings for ease of reference.* The Voya Joint LifePay Plus rider guarantees an amount available for withdrawal from the contract in any contract year once the Lifetime Withdrawal Phase begins -- we use the Voya Joint LifePay Plus Base as part of the calculation of the Maximum Annual Withdrawal. The guarantee continues when the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, at which time we will pay you periodic payments in an annual amount equal to the Maximum Annual Withdrawal (since contract value would be zero) until the last Active Spouse's death. The Voya Joint LifePay Plus Base is eligible for Annual Ratchets and 6% Compounding Step-Ups (Quarterly Ratchets and 7% Compounding Step-Ups for riders issued before January 12, 2009), and subject to adjustment for any Excess Withdrawals. The Voya Joint LifePay Plus rider has an allowance for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that would otherwise be Excess Withdrawals. The Voya Joint LifePay Plus rider has a death benefit that is payable upon the contract owner's death only when the Voya Joint LifePay Plus Death Benefit Base is greater than the contract's death benefit. The Voya Joint LifePay Plus rider allows for spousal continuation.

**Voya Joint LifePay Plus Base.** The Voya Joint LifePay Plus Base is first calculated when you purchase the Voya Joint LifePay Plus rider: (a) On the contract date, it is equal to the initial premium; and (b) After the contract date, it is equal to the contract value on the effective date of the rider.

The Voya Joint LifePay Plus Base is increased, dollar for dollar, by any subsequent premiums. We refer to the Voya Joint LifePay Plus Base as the MGWB Base in the Voya Joint LifePay Plus rider.

**Withdrawals and Excess Withdrawals.** Once the Lifetime Withdrawal Phase begins, withdrawals within a contract year up to the Maximum Annual Withdrawal, including for payment of third-party investment advisory fees, have no impact on the Voya Joint LifePay Plus Base. These withdrawals will not incur surrender charges or a negative Market Value Adjustment associated with any Fixed Account allocations. For example, assume the current contract value is \$90,000 on a contract with the Voya Joint LifePay Plus rider in the Lifetime Withdrawal Phase. The Voya Joint LifePay Plus Base is \$100,000, and the Maximum Annual Withdrawal is \$5,000. Even though a withdrawal of \$5,000 would reduce the contract value to \$85,000, the Voya Joint LifePay Plus Base would remain at its current level (as would the Maximum Annual Withdrawal as well) since the withdrawal did not exceed the Maximum Annual Withdrawal. See below for more information about the Maximum Annual Withdrawal.

An Excess Withdrawal is a withdrawal either before the Lifetime Withdrawal Phase begins (except for payment of third-party investment advisory fees), or once the Lifetime Withdrawal Phase begins, any portion of a withdrawal during a contract year that exceeds the Maximum Annual Withdrawal. An Excess Withdrawal will cause a pro-rate reduction of the Voya Joint LifePay Plus Base -- in the same proportion as contract value is reduced by the portion of the withdrawal that is considered excess, inclusive of surrender charges, or Market Value Adjustment associated with any Fixed Account allocations (rather than the total amount of the withdrawal). An Excess Withdrawal will also cause the Maximum Annual Withdrawal to be recalculated. See Illustrations 1, 2, and 6 for examples of the consequences of an Excess Withdrawal.

Please note that any withdrawals before the rider effective date in the same contract year when the Voya Joint LifePay Plus rider is added after contract issue are counted in calculating your withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

**Annual Ratchet.** The Voya Joint LifePay Plus Base is recalculated on each contract anniversary -- to equal the greater of: a) the current Voya Joint LifePay Plus Base; or b) the current contract value. We call this recalculation an Annual Ratchet.

For riders issued before January 12, 2009, the Voya Joint LifePay Plus Base is recalculated on each quarterly contract anniversary (once each quarter of a contract year from the contract date). In this circumstance, we call this recalculation a Quarterly Ratchet.

Once the Lifetime Withdrawal Phase begins, we reserve the right to increase the charge for the Voya Joint LifePay Plus rider upon an Annual Ratchet. You will never pay more than new issues of the Voya Joint LifePay Plus rider, subject to the maximum annual charge, and we will not increase this charge for your first five years after the rider effective date. We will notify you in writing not less than 30 days before a charge increase. Our written notice will outline the procedure you will need to follow to do so. You may avoid the charge increase by canceling the forthcoming Annual Ratchet. Please note, however, that from then on the Voya Joint LifePay Plus Base would no longer be eligible for any Annual Ratchets, so the Maximum Annual Withdrawal percentage would not be eligible to increase. More information about the Maximum Annual Percentage is below under "Maximum Annual Withdrawal." Our written notice will also remind you of the consequences of canceling the forthcoming Annual Ratchet.

For riders issued before January 12, 2009, we reserve the right to increase the charge for this rider upon a Quarterly Ratchet once the Lifetime Withdrawal Phase begins. You will never pay more than new issues of the rider, subject to the maximum charge, and we promise not to increase the charge for your first five contract years. Canceling a forthcoming Quarterly Ratchet to avoid the charge increase will have the same outcome, as noted above.

**6% Compounding Step-Up.** The Voya Joint LifePay Plus Base is recalculated on each of the first ten contract anniversaries after the rider effective date, SO LONG AS no withdrawals were taken during the preceding contract year. The recalculated Voya Joint LifePay Plus Base will equal the greatest of a) The current Voya Joint LifePay Plus Base; b) The current contract value; and c) The Voya Joint LifePay Plus Base on the previous contract anniversary, increased by 6%, plus any premiums received and minus any withdrawals for payment of third-party investment advisory fees since the previous contract anniversary. We call this recalculation a 6% Compounding Step-Up.

Please note there are no partial 6% Compounding Step-Ups. The 6% Compounding Step-Up is not pro-rated. For riders added to existing contracts (a post contract issuance election), the first opportunity for a 6% Compounding Step-Up will not be until the first contract anniversary after a full contract year has elapsed since the rider effective date.

For example, assume a contract owner decides to add the Voya Joint LifePay Plus rider on March 15, 2009 to a contract that was purchased on January 1, 2009. The rider effective date is April 1, 2009, which is the date of the contract's next following quarterly contract anniversary. Because on January 1, 2010 a full contract year will not have elapsed since the rider effective date, the Voya Joint LifePay Plus Base will not be eligible for a step-up. Rather, the first opportunity for a step-up with this contract will be on January 1, 2011.

For riders issued before January 12, 2009, the step-up is 7%, which we call a 7% Compounding Step-Up. The 7% Compounding Step-Up is not pro-rated.

**Lifetime Withdrawal Phase.** The Lifetime Withdrawal Phase begins on the date of your first withdrawal (except those for payment of third-party investment advisory fees), SO LONG AS the youngest Active Spouse is age 65. On this date, the Voya Joint LifePay Plus Base is recalculated to equal the greater of the current Voya Joint LifePay Plus Base or the current contract value. The Lifetime Withdrawal Phase will continue until the earliest of:

1. the date income phase payments begin (see "The Income Phase);
2. reduction of the contract value to zero by an Excess Withdrawal;
3. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal;
4. the surrender of the contract; or
5. the death of the owner (first owner, in the case of joint owners; annuitant, in the case of a non-natural person owner), unless your spouse beneficiary is an Active Spouse who elects to continue the contract; or
6. the last Active Spouse dies.

The Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status in the even contract value is reduced to zero other than by an Excess Withdrawal. Please see "Lifetime Automatic Periodic Benefit Status" below for more information.

**Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is the amount that the Voya Joint LifePay Plus rider guarantees to be available for withdrawal from the contract in any contract year. The Maximum Annual Withdrawal is first calculated when the Lifetime Withdrawal Phase begins and equals the Maximum Annual Withdrawal percentage of 5% multiplied by the Voya Joint LifePay Plus Base. The Maximum Annual Withdrawal is thereafter recalculated whenever the Voya Joint LifePay Plus Base is recalculated (for example, upon a Quarterly Ratchet or 7% Compounding Step-Ups).

In the event on the date the Lifetime Withdrawal Phase begins the contract value is greater than the Voya Joint LifePay Plus Base, then before the Maximum Annual Withdrawal is first calculated, the Voya Joint LifePay Plus Base will be set equal to the contract value. The greater the Voya Joint LifePay Plus Base, the greater the amount will be available to you for withdrawal under the Voya Joint LifePay Plus rider in calculating the Maximum Annual Withdrawal for the first time. In addition, if the contract's income phase commencement date is reached while the Voya Joint LifePay Plus rider is in the Lifetime Withdrawal Phase, you may elect a life only income phase option, in lieu of the contract's other income phase options, under which we will pay the greater of the income phase payout under the contract and the equal payments of the Maximum Annual Withdrawal. For more information about the contract's income phase options, see "The Income Phase" in the prospectus.

**Required Minimum Distributions.** The Voya Joint LifePay Plus rider allows for withdrawals from a contract subject to the Required Minimum Distribution rules of the Tax Code that exceed the Maximum Annual Withdrawal without causing a pro-rata reduction of the Voya Joint LifePay Plus Base and recalculation of the Maximum Annual Withdrawal. If your Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to this contract, is greater than the Maximum Annual Withdrawal on that date, then an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal. Once you have taken the Maximum Annual Withdrawal for the then current contract year, the dollar amount of any additional withdrawals will count first against and reduce any unused Additional Withdrawal Amount for the previous calendar year followed by any Additional Withdrawal Amount for the current calendar year -- without constituting an Excess Withdrawal.

See Illustration 3 below, for an example.

Withdrawals that exceed the Maximum Annual Withdrawal and all available Additional Withdrawal Amounts are Excess Withdrawals that will cause a pro-rata reduction of the Voya Joint LifePay Plus Base and the Maximum Annual Withdrawal to be recalculated. See Illustration 5, below for an example of the consequences of an Excess Withdrawal with an Additional Withdrawal Amount. The Additional Withdrawal Amount is available on a calendar year basis and recalculated every January, reset to equal that portion of the Required Minimum Distribution for that calendar year that exceeds the Maximum Annual Withdrawal on that date. Any unused amount of the Additional Withdrawal Amount carries over into the next calendar year and is available through the end of that year, at which time any amount remaining will expire. See Illustration 4 for an example of the Additional Withdrawal Amount being carried over. **Please note that there is no adjustment to the Additional Withdrawal Amount for Annual Ratchets (Quarterly Ratchets for riders issued before January 12, 2009) or upon spousal continuation of the Voya Joint LifePay Plus Rider.**

**Lifetime Automatic Periodic Benefit Status.** The Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status when your contract value is reduced to zero other than by an Excess Withdrawal (a withdrawal in excess of the Maximum Annual Withdrawal that causes your contract value to be reduced to zero will terminate the Voya Joint LifePay Plus rider). You will no longer be entitled to make withdrawals, but instead will begin to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal. When the rider enters Lifetime Automatic Periodic Benefit Status:

1. The contract will provide no further benefits (including death benefits) other than as provided under the Voya Joint LifePay Plus rider;
2. No further premium payments will be accepted; and
3. Any other riders issued with the contract will terminate, unless otherwise specified in that rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. These payments will cease upon the death of the annuitant at which time both the rider and the contract will terminate. The rider will remain in Lifetime Automatic Periodic Benefit Status until it terminates without value upon the last Active Spouse's death.

If, when the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, your net withdrawals to date are less than the Maximum Annual Withdrawal for that contract year, then we will pay you the difference immediately. The periodic payments will begin on the first contract anniversary following the date the rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter.

In the event contract value is reduced to zero before the Lifetime Withdrawal Phase begins, Lifetime Automatic Periodic Benefit Status is deferred until the contract anniversary on or after the youngest Active Spouse is age 65. During this time, the Voya Joint LifePay Plus rider's death benefit remains payable upon the last Active Spouse's death, and the Voya Joint LifePay Plus rider remains eligible for the 6% Compounding Step-Ups (7% Compounding Step-Ups for riders issued before January 12, 2009). Once the Voya Joint LifePay Plus rider enters the Lifetime Automatic Periodic Benefit Status, periodic payments will begin in an annual amount equal to 5% (the Maximum Annual Withdrawal percentage) multiplied by the Voya Joint LifePay Plus Base.

You may elect to receive systematic withdrawals pursuant to the terms of the contract. Under a systematic withdrawal, either a fixed amount or an amount based upon a percentage of the contract value will be withdrawn from your contract and paid to you on a scheduled basis, either monthly, quarterly, or annually. If, at the time the rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made annually, then the payments will be made on each following contract anniversary.

**Investment Option Restrictions.** While the Voya Joint LifePay Plus rider is in effect, there are limits on the portfolios to which your contract value may be allocated. Contract value allocated to portfolios other than Accepted Funds will be rebalanced so as to maintain at least a specified percentage of such contract value in the Fixed Allocation Funds, which percentage depends on the rider's purchase date:

Rider Purchase Date	Fixed Allocation Fund Percentage
Currently	30%
Before January 12, 2009	25%
Before October 6, 2008	20%

See "Fixed Allocation Funds Automatic Rebalancing," below. We impose these investment option restrictions in order to lessen the likelihood we would have to make payments under this rider. We require these allocations regardless of your investment instructions to the contract. The Voya Joint LifePay Plus rider will not be issued until your contract value is allocated in accordance with these investment options restrictions. The timing of when and how we apply these restrictions is discussed further below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- Voya Solution Income Portfolio
- VY® T. Rowe Price Capital Appreciation Portfolio

If this rider was purchased before January 12, 2009, the following are additional Accepted Funds:

- Voya Global Value Advantage Portfolio
- VY® Franklin Templeton Founding Strategy Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

**Fixed Allocation Fund.** Currently, the Fixed Allocation Funds are:

- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio
- VY® BlackRock Inflation Protected Bond Portfolio

You may allocate your contract value to one or more Fixed Allocation Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

**Other Funds.** All portfolios available under the contract other than Accepted Funds or the Fixed Allocation Funds are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than the specified percentage of the total contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya Joint LifePay Plus Rebalancing Date, we will automatically rebalance the contract value allocated to the Fixed Allocation Funds and Other Funds so that the specified percentage is allocated to the Fixed Allocation Funds. The specified percentage depends on the rider's purchase date. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Other Funds and will be the last transaction processed on that date. The Voya Joint LifePay Plus Rebalancing Dates occur on each contract anniversary and after the following transactions:

1. Receipt of additional premiums;
2. Transfer or reallocation among the Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you; and
3. Withdrawals from the Fixed Allocation Funds or Other Funds.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing." You will be notified that Fixed Allocation Funds Automatic Rebalancing has occurred, along with your new allocations, by a confirmation statement that will be mailed to you after Fixed Allocation Funds Automatic Rebalancing has occurred.

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into a Fixed Allocation Fund even if you have not previously been invested in it. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I." **By electing to purchase the Voya Joint LifePay Plus rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Funds. You should not purchase the Voya Joint LifePay Plus rider if you do not wish to have your contract value reallocated in this manner.**

**Divorce.** Generally, in the event of a divorce, the spouse who retains ownership of the contract will continue to be entitled to all rights and benefits of the Voya Joint LifePay Plus rider, while the ex-spouse will no longer have any such rights or be entitled to any such benefits. In the event of a divorce during the Lifetime Withdrawal Phase, the Voya Joint LifePay Plus rider will continue until the owner's death (first owner in the case of joint owners, or the annuitant in the case of a custodial IRA). Although spousal continuation may be available under the Tax Code for a subsequent spouse, the Voya Joint LifePay Plus rider cannot be continued by the new spouse. As the result of the divorce, we may be required to withdraw assets for the benefit of an ex-spouse. Any such withdrawal will be considered a withdrawal for purposes of the Voya Joint LifePay Plus Base. See "Withdrawals" and "Excess Withdrawal," above. In the event of a divorce during Lifetime Automatic Periodic Benefit Status, there will be no change in the amount of your periodic payments. Payments will continue until both spouses are deceased.

**Death of Owner or Annuitant.** The Voya Joint LifePay Plus rider terminates (with the rider's charges pro-rated) on the earlier of the date of death of the last Active Spouse, or when the surviving spouse decides not to continue the contract.

**Voya Joint LifePay Plus Death Benefit Base.** The Voya Joint LifePay Plus rider has a death benefit that is payable upon the owner's death only when the Voya Joint LifePay Plus Death Benefit Base is greater than the contract's death benefit. The Voya Joint LifePay Plus Death Benefit Base is first calculated when you purchase the Voya Joint LifePay Plus rider. If the Voya Joint LifePay Plus rider is purchased on the contract date, the initial Voya Joint LifePay Plus Death Benefit Base is equal to the initial premium. If the Voya Joint LifePay Plus rider is purchased after the contract date, the initial Voya Joint LifePay Plus Death Benefit Base is equal to the contract value on the rider effective date.

The Voya Joint LifePay Plus Death Benefit Base is increased by the dollar amount of any subsequent premiums and subject to any withdrawal adjustments. The Voya Joint LifePay Plus Death Benefit Base is reduced by the dollar amount of any withdrawals for the payment of third-party investment advisory fees before the Lifetime Withdrawal Phase begins, and for any withdrawals once the Lifetime Withdrawal Phase begins that are not Excess Withdrawals, including withdrawals for payment of third-party investment advisory fees. The Voya Joint LifePay Plus Death Benefit Base is subject to a pro-rata reduction for an Excess Withdrawal. Please see "Withdrawals and Excess Withdrawals" for more information.

There is no additional charge for the death benefit associated with the Voya Joint LifePay Plus rider. Please note that the Voya Joint LifePay Plus Death Benefit Base is not eligible to participate in Annual Ratchets or 6% Compounding Step-Ups (Quarterly Ratchets and 7% Compounding Step-Ups for riders issued prior to January 12, 2009).

In the event the Voya Joint LifePay Plus Death Benefit Base is greater than zero when the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, each periodic payment reduces the Voya Joint LifePay Plus Death Benefit Base dollar for dollar until the earlier of the Voya Joint LifePay Plus Death Benefit Base being reduced to zero or the last Active Spouse's death. Upon the last Active Spouse's death, any remaining Voya Joint LifePay Plus death benefit is payable to the beneficiary in a lump-sum.

**Spousal Continuation.** If the surviving spouse of the deceased owner continues the contract (see "Death Benefit Choices—Continuation After Death—Spouse"), the rider will continue, SO LONG AS the surviving spouse is an Active Spouse. At that time, the Voya Joint LifePay Plus Base is recalculated to equal the greater of a) the contract value, inclusive of the guaranteed death benefit; and b) the last-calculated Voya Joint LifePay Plus Base, subject to pro-rata adjustment for any withdrawals before spousal continuation.

The Maximum Annual Withdrawal is also recalculated; however, there is no Maximum Annual Withdrawal upon spousal continuation until the Lifetime Withdrawal Phase begins on the date of the first withdrawal after spousal continuation, SO LONG AS the annuitant is age 65. The Maximum Annual Withdrawal is recalculated to equal 5% (the Maximum Annual Withdrawal percentage) multiplied by the Voya Joint LifePay Plus Base. There is no adjustment to the Additional Withdrawal Amount upon spousal continuation of the Voya Joint LifePay Plus rider for a contract subject to the Required Minimum Distribution rules of the Tax Code. Any withdrawals before the contract owner's death and spousal continuation are counted in calculating your withdrawals in that contract year to determine whether the Maximum Annual Withdrawal has been exceeded.

Please note, if the contract value is greater than the Voya Joint LifePay Plus Base on the date the Lifetime Withdrawal Phase begins, then the Voya Joint LifePay Plus Base will be set equal to the contract value before the Maximum Annual Withdrawal is first calculated. Also, upon spousal continuation, the Voya Joint LifePay Plus Death Benefit Base equals the Voya Joint LifePay Plus Death Benefit Base before the contract owner's death, subject to any pro-rata adjustment for withdrawals before spousal continuation of the rider.

**Change of Owner or Annuitant.** The Voya Joint LifePay Plus rider terminates (with the rider's charge pro-rated) upon an ownership change or change of annuitant, except for:

1. spousal continuation by an Active Spouse, as described above;
2. change of owner from one custodian to another custodian;
3. change of owner from a custodian for the benefit of an individual to the same individual (the owner's spouse must be named sole beneficiary under the contract to remain an Active Spouse);
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. for nonqualified contracts only, the addition of a joint owner, provided that the additional joint owner is the original owner's spouse and is an Active Spouse when added as joint owner;
7. for nonqualified contracts only, the removal of a joint owner, provided the removed joint owner is an Active Spouse and becomes the sole primary beneficiary; and
8. change of owner where the owner becomes the sole primary beneficiary and the sole primary beneficiary becomes the owner, provided both spouses are Active Spouses at the time of the change.

**Surrender Charges.** Once the Lifetime Withdrawal Phase begins, your withdrawals within a contract year up to the Maximum Annual Withdrawal (and any applicable Additional Withdrawal Amount) are not subject to surrender charges. We waive any surrender charges otherwise applicable to your withdrawal in a contract year that are less than or equal to the Maximum Annual Withdrawal. Excess Withdrawals are subject to surrender charges, whether or not the Lifetime Withdrawal Phase has begun. Once your contract value is reduced to zero, any periodic payments under the Voya Joint LifePay Plus rider are not subject to surrender charges. Moreover, with no contract value, none of your contract level recurring charges (e.g., the Mortality and Expense Risk Charge) would be deducted.

**Federal Tax Considerations.** For more information about the tax treatment of amounts paid to you under the Voya Joint LifePay Plus rider, see "Federal Tax Considerations—Tax Consequences of Living Benefits and Death Benefit" in the contract prospectus.

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**Important Note:**

*The following information pertains to the form of Voya LifePay Plus and Voya Joint LifePay Plus riders available for purchase on and after April 20, 2007 through April 27, 2008. If you purchased the Voya LifePay or Voya Joint LifePay rider, please see Appendix L for more information.*

**Voya LifePay Plus Minimum Guaranteed Withdrawal Benefit (“Voya LifePay Plus”) Rider.** The Voya LifePay Plus rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals from the contract for the lifetime of the annuitant, even if these withdrawals deplete your contract value to zero. You may wish to purchase this rider if you are concerned that you may outlive your income.

**Purchase.** In order to elect the Voya LifePay Plus rider, the annuitant must be the owner or one of the owners, unless the owner is a non-natural owner. Joint annuitants are not allowed. The maximum issue age is 80. The issue age is the age of the owner (or the annuitant if there are joint owners or the owner is non-natural) on the rider date. Some broker-dealers may limit the availability of the rider to younger ages. The Voya LifePay Plus rider was available for contracts issued **on and after August 20, 2007 through April 27, 2008** (subject to availability and state approvals) that did not already have a living benefit rider. The Voya LifePay Plus rider will not be issued if the initial allocation to investment options is not in accordance with the investment option restrictions described in “Investment Option Restrictions,” below. The Company in its discretion may allow the rider to be elected after a contract has been issued without it, subject to certain conditions. Contact the Customer Service for more information. Such election must be received in good order, including compliance with the investment restrictions described below. The rider will be effective as of the following quarterly contract anniversary.

**Rider Date.** The rider date is the date the Voya LifePay Plus rider becomes effective. If you purchase the Voya LifePay Plus rider when the contract is issued, the rider date is also the contract date.

**Charge.** The charge for the Voya LifePay Plus rider, a living benefit, is deducted quarterly from your contract value:

Maximum Annual Charge	Current Annual Charge
2.00%	0.50%

This quarterly charge is a percentage of the Voya LifePay Plus Base. We deduct the charge in arrears based on the contract date (contract year versus calendar year). In arrears means the first charge is deducted at the end of the first quarter from the contract date. If the rider is added after contract issue, the rider and charges will begin on the next following quarterly contract anniversary. The charge will be pro-rated when the rider is terminated. Charges are deducted through the date your rider enters either the Automatic Periodic Benefit Status or Lifetime Automatic Periodic Benefit Status. Automatic Periodic Benefit Status or Lifetime Automatic Periodic Benefit Status occurs if your contract value is reduced to zero and other conditions are met. The current charge can change upon a reset after your first five contract years. You will never pay more than the maximum annual charge.

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. But currently, a Market Value Adjustment would not apply when this charge is deducted from the Fixed Account. With the Fixed Account, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Account, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**No Cancellation.** Once you purchase the Voya LifePay Plus rider, you may not cancel it unless you cancel the contract during the contract’s free look period, surrender, begin income phase payments or otherwise terminate the contract. These events automatically cancel the Voya LifePay Plus rider. The Company may, at its discretion, cancel and/or replace the Voya LifePay Plus rider at your request in order to renew or reset the rider.

**Termination.** The Voya LifePay Plus rider is a “living benefit,” which means the guaranteed benefits offered are intended to be available to you while you are living and while your contract is in the accumulation phase. The optional rider automatically terminates if you:

1. begin income phase payments, surrender or otherwise terminate your contract during the accumulation phase; or
2. die during the accumulation phase (first owner to die if there are multiple contract owners, or death of annuitant if contract owner is not a natural person), unless your spouse beneficiary elects to continue the contract.

The Voya LifePay Plus rider will also terminate if there is a change in contract ownership (other than a spousal beneficiary continuation on your death). Other circumstances that may cause the Voya LifePay Plus rider to terminate automatically are discussed below.

**Guaranteed Withdrawal Status.** This status begins on the date of the first withdrawal, ONLY IF the quarterly contract anniversary following the annuitant reaching age 59½ has not yet passed. While the Voya LifePay Plus rider is in guaranteed withdrawal status, withdrawals in a contract year up to the Maximum Guaranteed Withdrawal will reduce the Voya LifePay Plus Base dollar-for-dollar. This status will then continue until the earliest of:

1. quarterly contract anniversary following the annuitant reaching age 59½, provided the contract owner does not decline the change to Lifetime Guaranteed Withdrawal Status;
2. reduction of the Voya LifePay Plus Base to zero, at which time the rider will terminate;
3. the income phase commencement date;
4. reduction of the contract value to zero by a withdrawal in excess of the Maximum Annual Withdrawal;
5. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal (see “Automatic Periodic Benefit Status,” below);
6. the surrender of the contract, or the election to begin income phase payments; or
7. the death of the owner (first owner, in the case of joint owners; annuitant, in the case of a non-natural person owner), unless your spouse beneficiary elects to continue the contract.

Please note that withdrawals while the Voya LifePay Plus rider is in Guaranteed Withdrawal status are not guaranteed for the lifetime of the annuitant.

**Lifetime Guaranteed Withdrawal Status.** This status begins on the date of your first withdrawal, provided the quarterly contract anniversary following the annuitant’s age 59½ has passed. If your first withdrawal is taken before this date, then the Lifetime Guaranteed Withdrawal Status will automatically begin on the quarterly contract anniversary following the annuitant reaching age 59½. This status continues until the earliest of:

1. the income phase commencement date;
2. reduction of the contract value to zero by a withdrawal in excess of the Maximum Annual Withdrawal;
3. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal (see “Lifetime Automatic Periodic Benefit Status,” below);
4. the surrender of the contract or the election to begin income phase payments; or
5. the death of the owner (first owner, in the case of joint owners; annuitant, in the case of a non-natural person owner), unless your spouse beneficiary elects to continue the contract.

You will receive prior notice, of not less than 30 days, if you are in the Guaranteed Withdrawal Status and become eligible for the Lifetime Guaranteed Withdrawal Status. This notice will explain the change, its impact to you and your options. You may decline this change. However, this action will also apply to all future resets (see below) and cannot be reversed. As described below, certain features of the Voya LifePay Plus rider may differ depending upon whether you are in Lifetime Guaranteed Withdrawal Status.

**How the Voya LifePay Plus Rider Works.** The Voya LifePay Plus Withdrawal Benefit rider has two phases. The first phase, called the Growth Phase, begins on the effective date of the rider and ends as of the business day before the first withdrawal is taken (or when the income phase commencement date is reached). The second phase is called the Withdrawal Phase. This phase begins as of the date of the first withdrawal or the income phase commencement date, whichever occurs first.

Benefits paid under the Voya LifePay Plus rider require the calculation of the Maximum Annual Withdrawal. The Voya LifePay Plus Base (referred to as the “MGWB Base” in the contract) is used to determine the Maximum Annual Withdrawal and is calculated as follows:

1. If you purchased the Voya LifePay Plus rider on the contract date, the initial Voya LifePay Plus Base is equal to the initial premium.
2. If you purchased the Voya LifePay Plus rider after the contract date, the initial Voya LifePay Plus Base is equal to the contract value on the effective date of the rider.

During the Growth Phase, the initial Voya LifePay Plus Base is increased dollar-for-dollar by any premiums received (“eligible premiums”). In addition, on each quarterly contract anniversary, the Voya LifePay Plus Base is recalculated as the greater of:

- The current Voya LifePay Plus Base; or
- The current contract value. This is referred to as a quarterly “ratchet.”

Also, on each of the first ten contract anniversaries, the Voya LifePay Plus Base is recalculated as the greatest of:

- The current Voya LifePay Plus Base; or
- The current contract value; and
- The Voya LifePay Plus Base on the previous contract anniversary, increased by 7%, plus any eligible premiums and minus any third-party investment advisory fees paid from your contract during the year. This is referred to as an annual “step-up.”

Please note that if this rider is added after the contract date, then the first opportunity for a step-up will be on the first contract anniversary following a complete contract year after the rider date. You may sometimes see the step-up referred to as the Minimum Annual Deferral Enhancement (or MADE).

The Voya LifePay Plus Base has no additional impact on the calculation of income phase payments or withdrawal benefits.

Currently, any additional premiums paid during the Withdrawal Phase are not eligible premiums for purposes of determining the Voya LifePay Plus Base or the Maximum Annual Withdrawal; however, we reserve the right to treat such premiums as eligible premiums at our discretion, in a nondiscriminatory manner. Premiums received during the Withdrawal Phase do increase the contract value used to determine the reset Maximum Annual Withdrawal under the benefit reset feature of the Voya LifePay Plus rider (see “Voya LifePay Plus Reset,” below). We reserve the right to discontinue allowing premium payments during the Withdrawal Phase.

**Determination of the Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is determined on the date the Withdrawal Phase begins. It equals 5% of the greater of 1) the contract value and 2) the Voya LifePay Plus Base as of the last day of the Growth Phase. The first withdrawal after the effective date of the rider (which causes the end of the Growth Phase) is treated as occurring on the first day of the Withdrawal Phase, after calculation of the Maximum Annual Withdrawal.

If the Withdrawal Phase begins before the quarterly contract anniversary on or after the annuitant reaches age 59½, withdrawals in a contract year up to the Maximum Annual Withdrawal will reduce the Voya LifePay Plus Base dollar-for-dollar, under what we refer to as the “Standard Withdrawal Benefit.” Then, on the quarterly contract anniversary on or after the annuitant reaches age 59½, the Voya LifePay Plus Base will automatically be reset to the current contract value, if greater, and the Maximum Annual Withdrawal will be recalculated.

If the contract’s income phase commencement date is reached while you are in the Voya LifePay Plus rider’s Lifetime Guaranteed Withdrawal Status, then you may elect a life only income phase option, in lieu of the contract’s other income phase options, under which we will pay the greater of the income phase payout under the contract and equal annual payments of the Maximum Annual Withdrawal.

If withdrawals in any contract year exceed the Maximum Annual Withdrawal, then the Voya LifePay Plus Base and the Maximum Annual Withdrawal will be reduced on a pro-rata basis. This means that both the Voya LifePay Plus Base and the Maximum Annual Withdrawal will be reduced by the same proportion as the withdrawal in excess of the Maximum Annual Withdrawal (the “excess withdrawal”) is of the contract value determined:

1. before the withdrawal, for the excess withdrawal; and
2. after the withdrawal, for the amount withdrawn up to the Maximum Annual Withdrawal (without regard to the excess withdrawal).

When a withdrawal is made, the total withdrawals taken in a contract year are compared with the current Maximum Annual Withdrawal. To the extent that the withdrawal taken causes the total withdrawals in that year to exceed the current Maximum Annual Withdrawal, that withdrawal is considered excess. For purposes of determining whether the Maximum Annual Withdrawal has been exceeded, any applicable Market Value Adjustment or surrender charges will not be applied to the withdrawal. However, for purposes of determining the Maximum Annual Withdrawal reduction after an excess withdrawal, any surrender charges and/or Market Value Adjustment are considered to be part of the withdrawal. See Illustration 1 and 2 below for examples of this concept.

**Required Minimum Distributions.** Withdrawals taken from the contract to satisfy the Required Minimum Distribution rules of the Tax Code, that exceed the Maximum Annual Withdrawal for a specific contract year, will not be deemed excess withdrawals in that contract year for purposes of the Voya LifePay Plus rider, subject to the following rules:

1. If your Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to this contract, is greater than the Maximum Annual Withdrawal on that date, an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal.
2. You may withdraw the Additional Withdrawal Amount from this contract without it being deemed an excess withdrawal.
3. Any withdrawals taken in a contract year will count first against the Maximum Annual Withdrawal for that contract year.
4. Once the Maximum Annual Withdrawal for the then current contract year has been taken, additional amounts withdrawn in excess of the Maximum Annual Withdrawal will count first against and reduce any unused Additional Withdrawal Amount for the previous calendar year followed by any Additional Withdrawal Amount for the current calendar year.
5. Withdrawals that exceed all available Additional Withdrawal Amounts are excess withdrawals and will reduce the Maximum Annual Withdrawal on a pro-rata basis, as described above.
6. The Additional Withdrawal Amount is reset to zero at the end of the second calendar year from which it was originally calculated.
7. If the contract is still in the Growth Phase on the date the Additional Withdrawal Amount is determined, but enters the Withdrawal Phase later during that calendar year, the Additional Withdrawal Amount will be equal to the amount in excess of the Maximum Annual Withdrawal necessary to satisfy the Required Minimum Distribution for that year (if any).

See Illustration 3, below.

**Investment Advisory Fees.** Withdrawals taken pursuant to a program established by the owner for the payment of investment advisory fees to a named third party investment adviser for advice on management of the contract's values will not cause the Withdrawal Phase to begin. During the Growth Phase, such withdrawals reduce the Voya LifePay Plus Base on a dollar-for-dollar basis, and during the Withdrawal Phase, these withdrawals are treated as any other withdrawal.

**Automatic Periodic Benefit Status.** If the contract value is reduced to zero for a reason other than a withdrawal in excess of the Maximum Annual Withdrawal while the rider is in Guaranteed Withdrawal Status, the rider will enter Automatic Periodic Benefit Status and you are entitled to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal, until the remaining Voya LifePay Plus Base is exhausted.

When the rider enters Automatic Periodic Benefit Status:

1. the contract will provide no further benefits other than as provided under the Voya LifePay Plus rider;
2. no further premium payments will be accepted; and
3. any other riders attached to the contract will terminate, unless otherwise specified in that rider.

During Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. These payments will continue until the Voya LifePay Plus Base is reduced to zero, at which time the rider will terminate without value.

The periodic payments will begin on the last day of the first full contract year following the date the rider enters Automatic Periodic Benefit Status and will continue to be paid annually thereafter. If, at the time the rider enters Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made semi-annually or annually, the payments will be made at the end of the half-contract year or contract year, as applicable.

**Lifetime Automatic Periodic Benefit Status.** If the contract value is reduced to zero by a withdrawal in excess of the Maximum Annual Withdrawal, the contract and the rider will terminate due to the pro-rata reduction described in "Determination of the Maximum Annual Withdrawal," above.

If the contract value is reduced to zero for a reason other than a withdrawal in excess of the Maximum Annual Withdrawal while the rider is in Lifetime Guaranteed Withdrawal Status, the rider will enter Lifetime Automatic Periodic Benefit Status and you are entitled to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal.

When the rider enters Lifetime Automatic Periodic Benefit Status:

1. the contract will provide no further benefits other than as provided under the Voya LifePay Plus rider;
2. no further premium payments will be accepted; and
3. any other riders attached to the contract will terminate, unless otherwise specified in that rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. These payments will cease upon the death of the annuitant at which time both the rider and the contract will terminate. The rider will remain in Lifetime Automatic Periodic Benefit Status until it terminates without value upon the annuitant's death.

The periodic payments will begin on the last day of the first full contract year following the date the rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter. If, at the time the rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually; the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made semi-annually or annually, the payments will be made at the end of the half-contract year or contract year, as applicable.

**Voya LifePay Plus Reset.** Once the Lifetime Guaranteed Withdrawal Status begins and the Maximum Annual Withdrawal has been determined, on each quarterly contract anniversary we will increase (or "reset") the Voya LifePay Plus Base to the current contract value, if the contract value is higher. The Maximum Annual Withdrawal will also be recalculated, and the remaining portion of the new Maximum Annual Withdrawal will be available for withdrawal immediately. This reset ONLY occurs when the rider is in Lifetime Guaranteed Withdrawal Status, and is automatic.

We reserve the right to change the charge for this rider with a reset. In this event, you will receive prior notice, of not less than 30 days, which explains the change, its impact to you and your options. You may decline this change (and the reset). However, this action will apply to all future resets and cannot be reversed.

**Investment Option Restrictions.** While the Voya LifePay Plus rider is in effect, there are limits on the portfolios to which your contract value may be allocated. Contract value allocated to portfolios other than Accepted Funds will be rebalanced so as to maintain at least 20% of such contract value in the Fixed Allocation Funds. See "Fixed Allocation Funds Automatic Rebalancing," below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- Voya Solution Income Portfolio
- VY® T. Rowe Price Capital Appreciation Portfolio

If this rider was purchased before January 12, 2009, the following are additional Accepted Funds:

- Voya Global Value Advantage Portfolio
- VY® Franklin Templeton Founding Strategy Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

**Fixed Allocation Funds.** Currently, the Fixed Allocation Funds are:

- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio
- VY® BlackRock Inflation Protected Bond Portfolio

You may allocate your contract value to one or more Fixed Allocated Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

If the rider is not continued under the spousal continuation right when available, a Fixed Allocation Fund may be reclassified as a Special Fund as of the contract continuation date if it would otherwise be designated as a Special Fund for purposes of the contract's death benefits. For purposes of calculating any applicable death benefit guaranteed under the contract, any allocation of contract value to the Fixed Allocation Fund will be considered a Covered Fund allocation while the rider is in effect.

**Other Funds.** All portfolios available under the contract other than Accepted Funds or the Fixed Allocation Fund are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than 20% of the total contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya LifePay Plus Rebalancing Date, we will automatically rebalance the contract value allocated to the Fixed Allocation Funds and Other Funds so that 20% of this amount is allocated to the Fixed Allocation Funds. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Other Funds and will be the last transaction processed on that date. The Voya LifePay Plus Rebalancing Dates occur on each contract anniversary and after the following transactions:

1. receipt of additional premiums;
2. transfer or reallocation among the Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you;
3. withdrawals from the Fixed Allocation Funds or Other Funds.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing."

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into the Fixed Allocation Fund even if you have not previously been invested in it. See "Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I." **By electing to purchase the Voya LifePay Plus rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Fund. You should not purchase the Voya LifePay Plus rider if you do not wish to have your contract value reallocated in this manner.**

**Death of Owner or Annuitant.** The Voya LifePay Plus rider and charges will terminate on the date of death of the owner (or in the case of joint owners, the first owner), or the annuitant if there is a non-natural owner.

**Continuation After Death—Spouse.** If the surviving spouse of the deceased owner continues the contract (see "Death Benefit Choices—Continuation After Death—Spouse"), the rider will also continue on the next quarterly contract anniversary, provided the spouse becomes the annuitant and sole owner.

If the rider is in the Growth Phase at the time of spousal continuation:

1. The rider will continue in the Growth Phase;
2. On the date the rider is continued, the Voya LifePay Plus Base will be reset to equal the greater of the Voya LifePay Plus Base and the then current contract value;
3. The Voya LifePay Plus charges will restart and be the same as were in effect prior to the claim date;
4. Ratchets, which stop on the claim date, are restarted, effective on the date the rider is continued;
5. Any remaining step-ups will be available, and if the rider is continued before an annual contract anniversary when a step-up would have been available, then that step-up will be available; and
6. The rider's Standard Withdrawal Benefit will be available until the quarterly contract anniversary on or after the spouse is age 59½.

If the rider is in the Withdrawal Phase at the time of spousal continuation:

1. The rider will continue in the Withdrawal Phase.
2. The rider's charges will restart on the date the rider is continued and be the same as were in effect prior to the claim date.
3. On the quarterly contract anniversary that the date the rider is continued:
  - (a) If the surviving spouse was not the annuitant before the owner's death, then the Voya LifePay Plus Base will be reset to the current contract value and the Maximum Annual Withdrawal is recalculated by multiplying the new Voya LifePay Plus Base by 5%. Withdrawals are permitted pursuant to the other provisions of the rider. Withdrawals causing the contract value to fall to zero will terminate the contract and the rider.
  - (b) If the surviving spouse was the annuitant before the owner's death, then the Voya LifePay Plus Base will be reset to the current contract value, only if greater, and the Maximum Annual Withdrawal is recalculated by multiplying the new Voya LifePay Plus Base by 5%. Withdrawals are permitted pursuant to the other provisions of the rider.
4. The rider charges will restart on the quarter contract anniversary that the rider is continued and will be the same as were in effect prior to the claim date.

**Effect of Voya LifePay Plus Rider on Death Benefit.** If you die before Lifetime Automatic Periodic Benefit Status begins under the Voya LifePay Plus rider, the death benefit is payable, but the rider terminates. However, if the beneficiary is the owner's spouse, and the spouse elects to continue the contract, the death benefit is not payable until the spouse's death. **Thus, you should not purchase this rider with multiple owners, unless the owners are spouses.** See "Death of Owner or Annuitant" and "Continuation After Death-Spouse," above for further information.

While in Lifetime Automatic Periodic Benefit Status, if the owner who is not the annuitant dies, we will continue to pay the periodic payments that the owner was receiving under the Voya LifePay Plus rider to the beneficiary. While in Lifetime Automatic Periodic Benefit Status, if an owner who is also the annuitant dies, the periodic payments will stop. No other death benefit is payable.

While the rider is in Automatic Periodic Benefit Status, if the owner dies, the remaining Voya LifePay Plus Base will be paid to the beneficiary in a lump-sum.

**Change of Owner or Annuitant.** Other than as provided above under "Continuation After Death- Spouse," you may not change the annuitant. The rider and rider charges will terminate upon change of owner, including adding an additional owner, except for the following ownership changes:

1. spousal continuation as described above;
2. change of owner from one custodian to another custodian;
3. change of owner from a custodian for the benefit of an individual to the same individual;
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. change in trust as owner where the individual owner and the grantor of the trust are the same individual;
7. change of owner from an individual to a trust where the individual owner and the grantor of the trust are the same individual; and
8. change of owner from a trust to an individual where the individual owner and the grantor of the trust are the same individual.

**Surrender Charges.** If you elect the Voya LifePay Plus rider, your withdrawals will be subject to surrender charges if they exceed the free withdrawal amount. However, once your contract value is zero, the periodic payments under the Voya LifePay Plus rider are not subject to surrender charges.

**Loans.** No loans are permitted on contracts with the Voya LifePay Plus rider.

**Taxation.** For more information about the tax treatment of amounts paid to you under the Voya LifePay Plus Rider, see "Federal Tax Considerations-Tax Consequences of Living Benefits and Death Benefit."

**Voya Joint LifePay Plus Minimum Guaranteed Withdrawal Benefit ("Voya Joint LifePay Plus") Rider.** The Voya Joint LifePay Plus rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals from the contract for the lifetime of both you and your spouse, even if these withdrawals deplete your contract value to zero. You may wish to purchase this rider if you are married and are concerned that you and your spouse may outlive your income.

**Purchase.** The Voya Joint LifePay Plus rider is only available for purchase by individuals who are married at the time of purchase and eligible to elect spousal continuation (as defined by the Tax Code) when the death benefit becomes payable. We refer to these individuals as spouses. Certain ownership, annuitant, and beneficiary designations are required in order to purchase the Voya Joint LifePay Plus rider. See “Ownership, Annuitant, and Beneficiary Designation Requirements,” below.

The maximum issue age is 80. Both spouses must meet these issue age requirements on the contract anniversary on which the Voya Joint LifePay Plus rider is effective. The issue age is the age of the owners on the date on which the rider is effective. Some broker-dealers may limit the maximum issue age to ages younger than age 80, but in no event lower than age 55. We reserve the right to change the minimum or maximum issue ages on a nondiscriminatory basis. The Voya Joint LifePay Plus rider was available for contracts issued **on and after August 20, 2007 through April 27, 2008** (subject to availability and state approvals) that did not already have a living benefit rider. The Voya Joint LifePay Plus rider will not be issued if the initial allocation to investment options is not in accordance with the investment option restrictions described in “Investment Option Restrictions,” below. The Company in its discretion may allow the Voya Joint LifePay Plus rider to be elected after a contract has been issued without it, subject to certain conditions. Please contact our Customer Service for more information. Such election must be received in good order, including owner, annuitant, and beneficiary designations and compliance with the investment restrictions described below. The Voya Joint LifePay Plus rider will be effective as of the following quarterly contract anniversary.

**Ownership, Annuitant, and Beneficiary Designation Requirements.** Certain ownership, annuitant, and beneficiary designations are required in order to purchase the Voya Joint LifePay Plus rider. These designations depend upon whether the contract is issued as a nonqualified contract, an IRA or a custodial IRA. In all cases, the ownership, annuitant, and beneficiary designations must allow for the surviving spouse to continue the contract when the death benefit becomes payable, as provided by the Tax Code. Non-natural, custodial owners are only allowed with IRAs (“custodial IRAs”). Joint annuitants are not allowed. The necessary ownership, annuitant, and/or beneficiary designations are described below. Applications that do not meet the requirements below will be rejected. We reserve the right to verify the date of birth and social security number of both spouses.

**Nonqualified Contracts.** For a jointly owned contract, the owners must be spouses, and the annuitant must be one of the owners. For a contract with only one owner, the owner’s spouse must be the sole primary beneficiary, and the annuitant must be one of the spouses.

**IRAs.** There may only be one owner, who must also be the annuitant. The owner’s spouse must be the sole primary beneficiary.

**Custodial IRAs.** While we do not maintain individual owner and beneficiary designations for IRAs held by an outside custodian, the ownership and beneficiary designations with the custodian must comply with the requirements listed in “IRAs,” above. The annuitant must be the same as the beneficial owner of the custodial IRA. We require the custodian to provide us the name and date of birth of both the owner and the owner’s spouse.

**Rider Date.** The Voya Joint LifePay Plus rider date is the date the Voya Joint LifePay Plus rider becomes effective. If you purchase the Voya Joint LifePay Plus rider when the contract is issued, the Voya Joint LifePay Plus rider date is also the contract date.

**Charge.** The charge for the Voya Joint LifePay Plus rider, a living benefit, is deducted quarterly from your contract value:

Maximum Annual Charge	Current Annual Charge
2.50%	0.75%

This quarterly charge is a percentage of the Voya Joint LifePay Plus Base. We deduct the charge in arrears based on the contract date (contract year versus calendar year). In arrears means the first charge is deducted at the end of the first quarter from the contract date. If the rider is added after contract issue, the rider and charges will begin on the next following quarterly contract anniversary. The charge will be pro-rated when the rider is terminated. Charges are deducted through the date your rider enters either the Automatic Periodic Benefit Status or Lifetime Automatic Periodic Benefit Status. Automatic Periodic Benefit Status or Lifetime Automatic Periodic Benefit Status occurs if your contract value is reduced to zero and other conditions are met. The current charge can be subject to change upon a reset after your first five contract years. You will never pay more than the maximum annual charge.

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. But currently, a Market Value Adjustment would not apply when this charge is deducted from a Fixed Interest Allocation. With Fixed Interest Allocations, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Interest Allocation, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**No Cancellation.** Once you purchase the Voya Joint LifePay Plus rider, you may not cancel it unless you cancel the contract during the contract's free look period (or otherwise cancel the contract pursuant to its terms), surrender or elect to receive income phase payments in lieu of payments under the Voya Joint LifePay Plus rider. These events automatically cancel the Voya Joint LifePay Plus rider. The Company may, at its discretion, cancel and/or replace the Voya Joint LifePay Plus rider at your request in order to renew or reset the Voya Joint LifePay Plus rider.

**Termination.** The Voya Joint LifePay Plus rider is a "living benefit," which means the guaranteed benefits offered are intended to be available to you and your spouse while you are living and while your contract is in the accumulation phase. The optional rider automatically terminates if you:

1. terminate your contract pursuant to its terms during the accumulation phase, surrender, or begin receiving income phase payments in lieu of payments under the Voya Joint LifePay Plus rider;
2. die during the accumulation phase (first owner to die in the case of joint owners, or death of annuitant if the contract is a custodial IRA), unless your spouse elects to continue the contract (and your spouse is active for purposes of the Voya Joint LifePay Plus rider); or
3. change the owner of the contract (other than a spousal continuation by an active spouse).

See "Change of Owner or Annuitant," below. Other circumstances that may cause the Voya Joint LifePay Plus rider to terminate automatically are discussed below.

**Active Status.** Once the Voya Joint LifePay Plus rider has been issued, a spouse must remain in "active" status in order to exercise rights and receive the benefits of the Voya Joint LifePay Plus rider after the first spouse's death by electing spousal continuation. In general, changes to the ownership, annuitant, and/or beneficiary designation requirements noted above will result in one spouse being designated as "inactive." Inactive spouses are not eligible to continue the benefits of the Voya Joint LifePay Plus rider after the death of the other spouse. Once designated "inactive," a spouse may not regain active status under the Voya Joint LifePay Plus rider. Specific situations that will result in a spouse's designation as "inactive" include the following:

1. For nonqualified contracts where the spouses are joint owners, the removal of a joint owner (if that spouse does not automatically become sole primary beneficiary pursuant to the terms of the contract), or the change of one joint owner to a person other than an active spouse.
2. For nonqualified contracts where one spouse is the owner and the other spouse is the sole primary beneficiary, as well as for IRA contracts (including custodial IRAs), the addition of a joint owner who is not also an active spouse or any change of beneficiary (including the addition of primary beneficiaries).
3. In the event of the death of one spouse (in which case the deceased spouse becomes inactive).

An owner may also request that one spouse be treated as inactive. In the case of joint-owned contracts, both contract owners must agree to such a request. An inactive spouse is not eligible to exercise any rights or receive any benefits under the Voya Joint LifePay Plus rider. **However, all charges for the Voya Joint LifePay Plus rider will continue to apply, even if one spouse becomes inactive, regardless of the reason. You should make sure you understand the impact of beneficiary and owner changes on the Voya Joint LifePay Plus rider prior to requesting any such changes.**

A divorce will terminate the ability of an ex-spouse to continue the contract. See "Divorce," below.

**Guaranteed Withdrawal Status.** This status begins on the date of the first withdrawal, ONLY IF the quarterly contract anniversary following the youngest active spouse's 65<sup>th</sup> birthday has not yet passed. While the Voya Joint LifePay Plus rider is in Guaranteed Withdrawal Status, withdrawals in a contract year up to the Maximum Annual Withdrawal will reduce the Voya Joint LifePay Plus Base dollar-for-dollar. This status will then continue until the earliest of:

1. quarterly contract anniversary following the youngest active spouse's 65<sup>th</sup> birthday, provided the contract owner does not decline the change to Lifetime Guaranteed Withdrawal Status;
2. reduction of the Voya Joint LifePay Plus Base to zero, at which time the rider will terminate;
3. the income phase commencement date;
4. reduction of the contract value to zero by a withdrawal in excess of the Maximum Annual Withdrawal;
5. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal (see "Automatic Periodic Benefit Status," below);
6. the surrender of the contract or the election to begin receiving income phase payments; or
7. the death of the owner (first owner, in the case of joint owners; annuitant, in the case of a non-natural person owner), unless your spouse beneficiary elects to continue the contract.

Please note that withdrawals while the Voya Joint LifePay Plus rider is in Guaranteed Withdrawal Status are not guaranteed for the lifetime of the annuitant.

**Lifetime Guaranteed Withdrawal Status.** This status begins on the date of the first withdrawal, provided the quarterly contract anniversary following the youngest active spouse's 65<sup>th</sup> birthday has passed. If the first withdrawal is taken prior to this date, then the Lifetime Guaranteed Withdrawal Status will automatically begin on the quarterly contract anniversary following the youngest active spouse's 65<sup>th</sup> birthday. This status continues until the earliest of:

1. the income phase commencement date;
2. reduction of the contract value to zero by a withdrawal in excess of the Maximum Annual Withdrawal;
3. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal (see "Lifetime Automatic Periodic Benefit Status," below);
4. the surrender of the contract; or
5. the death of the owner (first owner, in the case of joint owners, or the annuitant, in the case of a custodial IRA), unless your active spouse beneficiary elects to continue the contract.

You will receive prior notice, of not less than 30 days, if you are in the Guaranteed Withdrawal Status and become eligible for the Lifetime Guaranteed Withdrawal Status. This notice will explain the change, its impact to you and your options. You may decline this change. However, this action will also apply to all future resets (see below) and cannot be reversed. As described below, certain features of the Voya Joint LifePay Plus rider may differ depending upon whether you are in Lifetime Guaranteed Withdrawal Status.

**How the Voya Joint LifePay Plus Rider Works.** The Voya Joint LifePay Plus rider has two phases. The first phase, called the Growth Phase, begins on the effective date of the Voya Joint LifePay Plus rider and ends as of the business day before the first withdrawal is taken (or when the income phase commencement date is reached). The second phase is called the Withdrawal Phase. This phase begins as of the date you take the first withdrawal of any kind under the contract (other than advisory fees, as described below), or the income phase commencement date, whichever occurs first.

Benefits paid under the Voya Joint LifePay Plus rider require the calculation of the Maximum Annual Withdrawal. The Voya Joint LifePay Plus Base (referred to as the "MGWB Base" in the contract) is used to determine the Maximum Annual Withdrawal and is calculated as follows:

1. If you purchased the Voya Joint LifePay Plus rider on the contract date, the initial Voya Joint LifePay Plus Base is equal to the initial premium.
2. If you purchased the Voya Joint LifePay Plus rider after the contract date, the initial Voya Joint LifePay Plus Base is equal to the contract value on the effective date of the Voya Joint LifePay Plus rider.

During the Growth Phase, the initial Voya Joint LifePay Plus Base is increased dollar-for-dollar by any premiums received ("eligible premiums"). In addition, on each quarterly contract anniversary, the Voya Joint LifePay Plus Base is recalculated as the greater of:

- The current Voya Joint LifePay Plus Base; or
- The current contract value. This is referred to as a quarterly "ratchet."

Also, on each of the first ten contract anniversaries, the Voya Joint LifePay Plus Base is recalculated as the greatest of:

- The current Voya Joint LifePay Plus Base; or
- The current contract value; and
- The Voya Joint LifePay Plus Base on the previous contract anniversary, increased by 7%, plus any eligible premiums and minus any third-party investment advisory fees paid from your contract during the year. This is referred to as an annual “step-up.”

Please note that if this rider is added after the contract date, then the first opportunity for a step-up will be on the first contract anniversary following a complete contract year after the rider date. You may sometimes see the step-up referred to as the Minimum Annual Deferral Enhancement (or MADE).

The Voya Joint LifePay Plus Base has no additional impact on the calculation of income phase payments or withdrawal benefits.

Currently, any additional premiums paid during the Withdrawal Phase are not eligible premiums for purposes of determining the Voya Joint LifePay Plus Base or the Maximum Annual Withdrawal; however, we reserve the right to treat such premiums as eligible premiums at our discretion, in a nondiscriminatory manner. Premiums received during the Withdrawal Phase do increase the contract value used to determine the reset Maximum Annual Withdrawal under the benefit reset feature of the Voya Joint LifePay Plus rider (see “Voya Joint LifePay Plus Reset,” below). We reserve the right to discontinue allowing premium payments during the Withdrawal Phase.

**Determination of the Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is determined on the date the Withdrawal Phase begins. It equals 5% multiplied by the greater of the contract value and the Voya Joint LifePay Plus Base, as of the last day of the Growth Phase. The first withdrawal after the effective date of the Voya Joint LifePay Plus rider (which causes the end of the Growth Phase) is treated as occurring on the first day of the Withdrawal Phase, immediately after calculation of the Maximum Annual Withdrawal.

If the Withdrawal Phase begins before the quarterly contract anniversary on or after the younger spouse reaches age 65, withdrawals in a contract year up to the Maximum Annual Withdrawal will reduce the Voya Joint LifePay Plus Base dollar-for-dollar, under what we refer to as the “Standard Withdrawal Benefit.” Then, on the quarterly contract anniversary on or after the younger spouse reaches age 65, the Voya Joint LifePay Plus Base will automatically be reset to the current contract value, if greater, and the Maximum Annual Withdrawal will be recalculated.

If the contract’s income phase commencement date is reached while you are in the Voya Joint LifePay Plus rider’s Lifetime Guaranteed Withdrawal Status, then you may elect a life only income phase option, in lieu of the contract’s other income phase options, under which we will pay the greater of the income phase payout under the contract and equal annual payments of the Maximum Annual Withdrawal, provided that, if both spouses are active, payments under the life only income phase option will be calculated using the joint life expectancy table for both spouses. If only one spouse is active, payments will be calculated using the single life expectancy table for the active spouse.

Withdrawals in a contract year that do not exceed the Maximum Withdrawal Amount do not reduce the Maximum Withdrawal Amount. However, if withdrawals in any contract year exceed the Maximum Annual Withdrawal (an “excess withdrawal”), the Voya Joint LifePay Plus Base and the Maximum Annual Withdrawal will be reduced on a pro-rata basis. This means that both the Voya Joint LifePay Plus Base and the Maximum Annual Withdrawal will be reduced by the same proportion as the excess withdrawal is of the contract value determined after the deduction the amount withdrawn up to the Maximum Annual Withdrawal but before deduction of the excess withdrawal.

When a withdrawal is made, the total withdrawals taken in a contract year are compared with the current Maximum Annual Withdrawal. To the extent that the withdrawal taken causes the total withdrawals in that year to exceed the current Maximum Annual Withdrawal, that withdrawal is considered excess. For purposes of determining whether the Maximum Annual Withdrawal has been exceeded, any applicable Market Value Adjustment or surrender charges will not be considered. However, for purposes of determining the Maximum Annual Withdrawal reduction after an excess withdrawal, surrender charges and/or Market Value Adjustment are considered to be part of the withdrawal, and will be included in the pro-rata adjustment to the Maximum Annual Withdrawal. See Illustration 1 and 2 below for examples of this concept.

**Required Minimum Distributions.** Withdrawals taken from the contract to satisfy the Required Minimum Distribution rules of the Tax Code are considered withdrawals for purposes of the Voya Joint LifePay Plus rider, and will begin the Withdrawal Phase if the Withdrawal Phase has not already started. Any such withdrawal which exceeds the Maximum Annual Withdrawal for a specific contract year will not be deemed excess withdrawals in that contract year for purposes of the Voya Joint LifePay Plus rider, subject to the following:

1. If the contract owner's Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to the contract, is greater than the Maximum Annual Withdrawal on that date, an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal.
2. You may withdraw the Additional Withdrawal Amount from this contract without it being deemed an excess withdrawal.
3. Any withdrawals taken in a contract year will count first against the Maximum Annual Withdrawal for that contract year.
4. Once the Maximum Annual Withdrawal for the then current contract year has been taken, additional amounts withdrawn in excess of the Maximum Annual Withdrawal will count first against and reduce any unused Additional Withdrawal Amount for the previous calendar year followed by any Additional Withdrawal Amount for the current contract year.
5. Withdrawals that exceed all available Additional Withdrawal Amounts are excess withdrawals and will reduce the Maximum Annual Withdrawal on a pro-rata basis, as described above.
6. The Additional Withdrawal Amount is reset to zero at the end of the second calendar year from which it was originally calculated.
7. If the contract is still in the Growth Phase on the date the Additional Withdrawal Amount is determined, but enters the Withdrawal Phase later during that calendar year, the Additional Withdrawal Amount will be equal to the amount in excess of the Maximum Annual Withdrawal Amount necessary to satisfy the Required Minimum Distribution for that year (if any).

See Illustration 3, below.

**Investment Advisory Fees.** Withdrawals taken pursuant to a program established by the owner for the payment of investment advisory fees to a named third party investment adviser for advice on management of the contract's values will not cause the Withdrawal Phase to begin. During the Growth Phase, such withdrawals reduce the Voya Joint LifePay Plus Base on a dollar-for-dollar basis, and during the Withdrawal Phase, these withdrawals are treated as any other withdrawal.

**Automatic Periodic Benefit Status.** If the contract value is reduced to zero for a reason other than a withdrawal in excess of the Maximum Annual Withdrawal while the rider is in Guaranteed Withdrawal Status, the rider will enter Lifetime Automatic Periodic Benefit Status and you are entitled to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal, until the remaining Voya Joint LifePay Plus Base is exhausted.

When the rider enters Automatic Periodic Benefit Status:

1. the contract will provide no further benefits other than as provided under the Voya Joint LifePay Plus rider;
2. no further premium payments will be accepted; and
3. any other riders attached to the contract will terminate, unless otherwise specified in that rider.

During Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. These payments will continue until the Voya Joint LifePay Plus Base is reduced to zero, at which time the rider will terminate without value.

The periodic payments will begin on the last day of the first full contract year following the date the rider enters Automatic Periodic Benefit Status and will continue to be paid annually thereafter. If, at the time the rider enters Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made semi-annually or annually, the payments will be made at the end of the half-contract year or contract year, as applicable.

**Lifetime Automatic Periodic Benefit Status.** If the contract value is reduced to zero by a withdrawal in excess of the Maximum Annual Withdrawal, the contract and the Voya Joint LifePay Plus rider will terminate due to the pro-rata reduction described in “Determination of the Maximum Annual Withdrawal,” above.

If the contract value is reduced to zero for a reason other than a withdrawal in excess of the Maximum Annual Withdrawal while the Voya Joint LifePay Plus rider is in Lifetime Guaranteed Withdrawal Status, the Voya Joint LifePay Plus rider will enter Lifetime Automatic Periodic Benefit Status and you are no longer entitled to make withdrawals. Instead, under the Voya Joint LifePay Plus rider you will begin to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal.

When the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status:

1. the contract will provide no further benefits (including death benefits) other than as provided under the Voya Joint LifePay Plus rider;
2. no further premium payments will be accepted; and
3. any other riders attached to the contract will terminate, unless otherwise specified in that rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount that is equal to the Maximum Annual Withdrawal. The time period for which we will make these payments will depend upon whether one or two spouses are active under the Voya Joint LifePay Plus rider at the time this status begins. If both spouses are active under the Voya Joint LifePay Plus rider, these payments will cease upon the death of the second spouse, at which time both the Voya Joint LifePay Plus rider and the contract will terminate without further value. If only one spouse is active under the Voya Joint LifePay Plus rider, the payments will cease upon the death of the active spouse, at which time both the Voya Joint LifePay Plus rider and the contract will terminate without value.

If the Maximum Annual Withdrawal exceeds the net withdrawals taken the contract year when the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status (including the withdrawal that results in the contract value decreasing to zero), that difference will be paid immediately to the contract owner. The periodic payments will begin on the last day of the first full contract year following the date the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter.

You may elect to receive systematic withdrawals pursuant to the terms of the contract. Under a systematic withdrawal, either a fixed amount or an amount based upon a percentage of the contract value will be withdrawn from your contract and paid to you on a scheduled basis, either monthly, quarterly or annually. If, at the time the Voya Joint LifePay Plus rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually; the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made semi-annually or annually, the payments will be made at the end of the half-contract year or contract year, as applicable.

**Voya Joint LifePay Plus Reset.** Once the Lifetime Guaranteed Withdrawal Status begins and the Maximum Annual Withdrawal has been determined, on each quarterly contract anniversary we will increase (or “reset”) the Voya Joint LifePay Plus Base to the current contract value, if the contract value is higher. The Maximum Annual Withdrawal will also be recalculated, and the remaining portion of the new Maximum Annual Withdrawal will be available for withdrawal immediately. This reset ONLY occurs when the rider is in Lifetime Guaranteed Withdrawal Status, and is automatic.

We reserve the right to change the charge for this rider with a reset. In this event, you will receive prior notice, of not less than 30 days, which explains the change, its impact to you and your options. You may decline this change (and the reset). However, this action will apply to all future resets and cannot be reversed.

**Investment Option Restrictions.** In order to mitigate the insurance risk inherent in our guarantee to provide you and your spouse with lifetime payments (subject to the terms and restrictions of the Voya Joint LifePay Plus rider), we require that your contract value be allocated in accordance with certain limitations. In general, to the extent that you choose not to invest in the Accepted Funds, we require that 20% of the amount not so invested be invested in the Fixed Allocation Funds. We will require this allocation regardless of your investment instructions to the contract, as described below.

While the Voya Joint LifePay Plus rider is in effect, there are limits on the portfolios to which your contract value may be allocated. Contract value allocated to portfolios other than Accepted Funds will be rebalanced so as to maintain at least 20% of such contract value in the Fixed Allocation Fund. See “Fixed Allocation Funds Automatic Rebalancing,” below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- Voya Solution Income Portfolio
- VY® T. Rowe Price Capital Appreciation Portfolio

If this rider was purchased before January 12, 2009, the following are additional Accepted Funds:

- Voya Global Value Advantage Portfolio
- VY® Franklin Templeton Founding Strategy Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

**Fixed Allocation Funds.** Currently, the Fixed Allocation Funds are:

- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio
- VY® BlackRock Inflation Protected Bond Portfolio

You may allocate your contract value to one or more Fixed Allocated Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

**Other Funds.** All portfolios available under the contract other than Accepted Funds or the Fixed Allocation Fund are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than 20% of the total contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya Joint LifePay Plus Rebalancing Date, we will automatically rebalance the contract value allocated to the Fixed Allocation Funds and Other Funds so that 20% of this amount is allocated to the Fixed Allocation Funds. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Other Funds and will be the last transaction processed on that date. The Voya Joint LifePay Plus Rebalancing Dates occur on each contract anniversary and after the following transactions:

1. receipt of additional premiums;
2. transfer or reallocation among the Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you; and
3. withdrawals from the Fixed Allocation Funds or Other Funds.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See “Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing.”

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into the Fixed Allocation Fund even if you have not previously been invested in it. See “Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I.” **By electing to purchase the Voya Joint LifePay Plus rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Fund. You should not purchase the Voya Joint LifePay Plus rider if you do not wish to have your contract value reallocated in this manner.**

**Divorce.** Generally, in the event of a divorce, the spouse who retains ownership of the contract will continue to be entitled to all rights and benefits of the Voya Joint LifePay Plus rider, while the ex-spouse will no longer have any such rights or be entitled to any such benefits. In the event of a divorce during Lifetime Guaranteed Withdrawal Status, the Voya Joint LifePay Plus rider continues, and terminates upon the death of the owner (first owner in the case of joint owners, or the annuitant in the case of a custodial IRA). Although spousal continuation may be available under the Tax Code for a subsequent spouse, the Voya Joint LifePay Plus rider cannot be continued by the new spouse. As the result of the divorce, we may be required to withdraw assets for the benefit of an ex-spouse. Any such withdrawal will be considered a withdrawal for purposes of the Maximum Annual Withdrawal amount. In other words, if a withdrawal incident to a divorce exceeds the Maximum Annual Withdrawal amount, it will be considered an excess withdrawal. See “Determination of the Maximum Annual Withdrawal,” above. As noted, in the event of a divorce there is no change to the Maximum Annual Withdrawal and we will continue to deduct charges for the Voya Joint LifePay Plus rider.

In the event of a divorce during Lifetime Automatic Periodic Benefit Status, there will be no change to the periodic payments made. Payments will continue until both spouses are deceased.

**Death of Owner.** The death of the owner (or in the case of joint owners, the first owner, or for custodial IRAs, the annuitant) may cause the termination of the Voya Joint LifePay Plus rider and its charges, depending upon whether one or both spouses are in active status at the time of death, as described below.

1. **If both spouses are in active status:** If the surviving spouse elects to continue the contract and becomes the sole owner and annuitant, the Voya Joint LifePay Plus rider will remain in effect pursuant to its original terms and Voya Joint LifePay Plus coverage and charges will continue. As of the date the contract is continued, the Joint LifePay Plus Base will be reset to the current Contact value, if greater, and the Maximum Annual Withdrawal will be recalculated as 5% percentage multiplied by the new Joint LifePay Plus Base on the date the contract is continued. However, under no circumstances will this recalculation result in a reduction to the Maximum Annual Withdrawal.
2. If the surviving spouse elects not to continue the contract, Voya Joint LifePay Plus rider coverage and charges will cease upon the earlier of payment of the death benefit or notice that an alternative distribution option has been chosen.

**If the surviving spouse is in inactive status:** The Voya Joint LifePay Plus rider terminates and Voya Joint LifePay Plus coverage and charges cease upon the date of death of the last Active Spouse.

**Change of Owner or Annuitant.** Other than as a result of spousal continuation, you may not change the annuitant. The Voya Joint LifePay Plus rider and rider charges will terminate upon change of owner, including adding an additional owner, except for the following ownership changes:

1. spousal continuation by an active spouse, as described above;
2. change of owner from one custodian to another custodian for the benefit of the same individual;
3. change of owner from a custodian for the benefit of an individual to the same individual (in order to avoid the owner's spouse from being designated inactive, the owner's spouse must be named sole beneficiary under the contract);
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. for nonqualified contracts only, the addition of a joint owner, provided that the additional joint owner is the original owner's spouse and is active when added as joint owner;
7. for nonqualified contracts, removal of a joint owner, provided the removed joint owner is active and becomes the primary contract beneficiary; and
8. change of owner where the owner becomes the sole primary beneficiary and the sole primary beneficiary becomes the owner if both were active spouses at the time of the change.

**Surrender Charges.** If you elect the Voya Joint LifePay Plus rider, your withdrawals will be subject to surrender charges if they exceed the free withdrawal amount. However, once your contract value is zero, the periodic payments under the Voya Joint LifePay Plus rider are not subject to surrender charges, nor will these amounts be subject to any other charges under the contract.

**Federal Tax Considerations.** For more information about the tax treatment of amounts paid to you under the Voya Joint LifePay Plus rider, see “Federal Tax Considerations—Tax Consequences of Living Benefits and Death Benefit.”

## Voya LifePay Plus and Voya Joint LifePay Plus Partial Withdrawal Amount Examples

The following are examples of adjustments to the Maximum Annual Withdrawal amount for withdrawals in excess of the Maximum Annual Withdrawal:

### **Illustration 1: Adjustment to the Maximum Annual Withdrawal amount for a withdrawal in excess of the Maximum Annual Withdrawal, including surrender and/or MVA charges.**

Assume the Maximum Annual Withdrawal is \$5,000.

The first withdrawal taken during the contract year is \$3,000 net, with \$500 of surrender charges, and/or MVA charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$300 of surrender charges, and/or MVA charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$200 of surrender charges, and/or MVA charges. Because total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, then there is an adjustment to the Maximum Annual Withdrawal.

Total gross withdrawals during the contract year are \$7,000 (\$3,000 + \$500 + \$1,500 + \$300 + \$1,500 + \$200). The adjustment is the lesser of the amount by which the total gross withdrawals for the year exceed the Maximum Annual Withdrawal (\$7,000 – \$5,000 = \$2,000), and the amount of the current gross withdrawal (\$1,500 + 200 = \$1,700).

If the contract value before this withdrawal is \$50,000, then the Maximum Annual Withdrawal is reduced by 3.40% ( $\$1,700 / \$50,000$ ) to \$4,830 ( $(1 - 3.40\%) * \$5,000$ ).

### **Illustration 2: Adjustment to the Maximum Annual Withdrawal amount for a withdrawal in excess of the Maximum Annual Withdrawal.**

Assume the Maximum Annual Withdrawal is \$5,000.

The first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender charges, and/or MVA charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges, and/or MVA charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges, and/or MVA charges. Because total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, there is an adjustment to the Maximum Annual Withdrawal.

Total gross withdrawals during the contract year are \$6,000 (\$3,000 + \$1,500 + \$1,500). The adjustment is the lesser of the amount by which the total gross withdrawals for the year exceed the Maximum Annual Withdrawal, \$1,000, and the amount of the current gross withdrawal, \$1,500.

If the contract value after the part of the gross withdrawal that was within the Maximum Annual Withdrawal, \$500, is \$49,500, then the Maximum Annual Withdrawal is reduced by 2.02% ( $\$1,000 / \$49,500$ ) to \$4,899 ( $(1 - 2.02\%) * \$5,000$ ).

**Illustration 3: A withdrawal exceeds the Maximum Annual Withdrawal amount but does not exceed the Additional Withdrawal Amount.**

Assume the Maximum Annual Withdrawal is \$5,000. The RMD for the current calendar year applicable to this contract is determined to be \$6,000. The Additional Withdrawal Amount is set equal to the excess of this amount above the Maximum Annual Withdrawal, \$1,000 (\$6,000 – \$5,000).

The first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender charges, and/or MVA charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges, and/or MVA charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender charges, and/or MVA charges. Total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, however, the Maximum Annual Withdrawal is not adjusted until the Additional Withdrawal Amount is exhausted. The amount by which total net withdrawals taken exceed the Maximum Annual Withdrawal, \$1,000 (\$6,000 – \$5,000), is the same as the Additional Withdrawal Amount, so no adjustment to the Maximum Annual Withdrawal is made. If total net withdrawals taken had exceeded the sum of the Maximum Annual Withdrawal and the Additional Withdrawal Amount, then an adjustment would be made to the Maximum Annual Withdrawal.

**Illustration 4: The Reset Occurs.**

Assume the Maximum Annual Withdrawal is \$5,000 and the Maximum Annual Withdrawal percentage is 5%.

One year after the first withdrawal is taken, the contract value has increased to \$120,000, and the Reset occurs. The Maximum Annual Withdrawal is now \$6,000 ( $\$120,000 \times 5\%$ ).

One year after the Reset, the contract value has increased further to \$130,000. The Reset occurs again, and the Maximum Annual Withdrawal is now \$6,500 ( $\$130,000 \times 5\%$ ).

## APPENDIX L

### Voya LifePay and Voya Joint LifePay Riders

(Available for contracts issued through August 20, 2007, subject to state approval)

**Voya LifePay Minimum Guaranteed Withdrawal Benefit (Voya LifePay) Rider.** The Voya LifePay rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals from the contract for the lifetime of the annuitant, even if these withdrawals deplete your contract value to zero. You may wish to purchase this rider if you are concerned that you may outlive your income.

**Purchase.** In order to elect the Voya LifePay rider, the annuitant must be the owner or one of the owners, unless the owner is a non-natural person. Joint annuitants are not allowed. The minimum issue age is 50 and the maximum issue age is 80. The issue age is the age of the owner (or the annuitant if there are joint owners or the owner is non-natural) on the contract anniversary on which the rider is effective. Some broker-dealers may limit availability of the rider to ages younger than 80, but in no event less than 50. The Voya LifePay rider will not be issued if the initial allocation to investment options is not in accordance with the investment option restrictions described in “Investment Option Restrictions,” below. The Company in its discretion may allow the rider to be elected during the 30-day period preceding a contract anniversary. Such election must be received in good order, including compliance with the investment option restrictions described below. The rider will be effective as of that contract anniversary.

**Rider Date.** The rider date is the date the Voya LifePay rider becomes effective. The rider date is also the contract date if you purchased the Voya LifePay rider when the contract was issued.

**Charge.** The charge for the Voya LifePay rider is deducted quarterly from your contract value as follows:

As an Annual Charge (Charge Deducted Quarterly)	As a Quarterly Charge	Maximum Annual Charge if Reset Option Elected
0.40% of contract value	0.10% of contract value	1.20% of contract value

The charge is deducted during the period starting on the rider date and up to your rider’s Lifetime Automatic Periodic Benefit status. Lifetime Automatic Periodic Benefit Status will occur if your contract value is reduced to zero and other conditions are met. The charge may be subject to change if you elect the reset option, subject to the maximum annual charge. For more information on this rider, including when Lifetime Automatic Periodic Benefit status begins, please see “Voya LifePay Minimum Guaranteed Withdrawal Benefit Rider” below. If you surrender your contract or begin receiving income phase payments, the charge is pro-rated based upon the amount owed at the time. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after this change.

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. Currently, a Market Value Adjustment would not apply when this charge is deducted from a Fixed Interest Allocation. With Fixed Interest Allocations, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Interest Allocation, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**No Cancellation.** Once you purchase the Voya LifePay rider, you may not cancel it unless you a) cancel the contract during the contract’s free look period, b) surrender, c) begin income phase payments, or d) otherwise terminate the contract pursuant to its terms. These events automatically cancel the Voya LifePay rider. Once the contract continues beyond the free look period, you may not cancel the rider. The Company may, at its discretion, cancel and/or replace a rider at your request in order to renew or reset a rider.

**Termination.** The Voya LifePay rider is a “living benefit,” which means the guaranteed benefits offered by the rider is intended to be available to you while you are living and while your contract is in the accumulation phase. Generally, the optional riders automatically terminate if you:

1. Terminate your contract pursuant to its terms during the accumulation phase, surrender, or begin receiving income phase payments in lieu of payments under the rider;
2. Die during the accumulation phase (first owner to die in the case of joint owners, or death of annuitant if the contract is a custodial IRA), unless your spouse elects to continue the contract; or
3. Change the owner of the contract.

Other circumstances that may cause a rider to terminate automatically are discussed below with each rider.

**Lifetime Guaranteed Withdrawal Status.** This status begins on the rider date and continues until the earliest of:

1. the income phase start date;
2. reduction of the contract value to zero by a withdrawal in excess of the Maximum Annual Withdrawal;
3. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal;
4. the surrender of the contract; or
5. the death of the contract owner (or in the case of joint owners, the first contract owner, or the annuitant in the case of a custodial IRA) unless your spouse beneficiary elects to continue the contract.

For more information about the effect of a withdrawal reducing the contract value to zero, please see “Lifetime Automatic Periodic Benefit Status” below.

As described below, certain features of the Voya LifePay rider may differ depending upon whether you are in Lifetime Guaranteed Withdrawal Status.

**How the Voya LifePay Rider Works.** The Voya LifePay Withdrawal Benefit rider has two phases. The first phase, called the Growth Phase, begins on the rider date and ends as of the business day before the first withdrawal is taken (or when the income phase start date is reached). The second phase is called the Withdrawal Phase. This phase begins as of the date of the first withdrawal (other than investment advisory fees, as described below) or the income phase start date, whichever occurs first.

During the accumulation phase of the contract, the Voya LifePay rider may be in either the Growth Phase or the Withdrawal Phase. The Voya LifePay rider is initially in Lifetime Guaranteed Withdrawal Status. While in this status you may terminate the Voya LifePay rider by electing to enter the income phase and begin receiving income phase payments. However, if you have not elected to begin receiving income phase payments, and the Voya LifePay rider enters Lifetime Automatic Periodic Benefit Status because the contract value has been reduced to zero, the Voya LifePay rider and contract terminate (other than those provisions regarding the payment of the Maximum Annual Withdrawal, as described below) and you can no longer elect to receive income phase payments.

Benefits paid under the Voya LifePay rider require the calculation of the Maximum Annual Withdrawal. The Voya LifePay Base (referred to as the “MGWB Base” in the contract) is used to determine the Maximum Annual Withdrawal as follows:

1. If you purchased the Voya LifePay rider on the contract date, the initial Voya LifePay Base is equal to the initial premium.
2. If you purchased the Voya LifePay rider after the contract date, the initial Voya LifePay Base is equal to the contract value on the rider date.
3. The initial Voya LifePay Base is increased dollar-for-dollar by premiums received during the Growth Phase (“eligible premiums”). The Voya LifePay Base is also increased to equal the contract value if the contract value is greater than the current Voya LifePay Base on each quarterly contract anniversary after the effective date of the rider, during the Growth Phase. The Voya LifePay Base has no additional impact on the calculation of income phase payments or withdrawal benefits.

Currently, any additional premiums paid during the Withdrawal Phase are not eligible premiums for purposes of determining the Voya LifePay Base or the Maximum Annual Withdrawal. However, we reserve the right to treat such premiums as eligible premiums at our discretion, in a nondiscriminatory manner. Premiums received during the Withdrawal Phase do increase the contract value used to determine the reset Maximum Annual Withdrawal if you choose to reset the Voya LifePay rider (see “Voya LifePay Reset Option,” below). We reserve the right to discontinue allowing premium payments during the Withdrawal Phase.

**Determination of the Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is determined on the date the Withdrawal Phase begins. It equals 5% of the greater of 1) the contract value and 2) the Voya LifePay Base as of the last day of the Growth Phase. The first withdrawal after the rider date (which causes the end of the Growth Phase) is treated as occurring on the first day of the Withdrawal Phase, after calculation of the Maximum Annual Withdrawal.

If the Voya LifePay rider is in the Growth Phase, and the income phase commencement date is reached, the rider will enter the Withdrawal Phase and the income phase will begin. In lieu of the income phase payment options available under the contract, you may elect a life-only income phase payment option under which we will pay the greater of the income phase payout under the contract and annual payments equal to the Maximum Annual Withdrawal.

Withdrawals in a contract year that do not exceed the Maximum Annual Withdrawal do not reduce the Maximum Annual Withdrawal. However, if withdrawals in any contract year exceed the Maximum Annual Withdrawal, the Maximum Annual Withdrawal will be reduced on a pro-rata basis. This means that the Maximum Annual Withdrawal will be reduced by the same proportion that the withdrawal in excess of the Maximum Annual Withdrawal (the “excess withdrawal”) is of the contract value determined:

1. before the withdrawal, for the excess withdrawal; and
2. after the withdrawal for the amount withdrawn up to the Maximum Annual Withdrawal (without regard to the excess withdrawal).

When a withdrawal is made, the total withdrawals taken in a contract year are compared with the current Maximum Annual Withdrawal. To the extent the withdrawal taken causes the total withdrawals in that year to exceed the current Maximum Annual Withdrawal, that withdrawal is considered excess. For purposes of determining whether the Maximum Annual Withdrawal has been exceeded, any applicable Market Value Adjustment or surrender charges will not be applied to the withdrawal. However, for purposes of determining the Maximum Annual Withdrawal reduction after an excess withdrawal, any surrender charges and/or Market Value Adjustment are considered to be part of the withdrawal. See Illustration 1 and 2 below for an example of this concept.

**Required Minimum Distributions.** Withdrawals taken from this contract to satisfy the Required Minimum Distribution rules of the Tax Code are considered withdrawals for the purposes of the rider, and will begin the Withdrawal Phase if the Withdrawal Phase has not already started. Any such withdrawal that exceeds the Maximum Annual Withdrawal for a specific contract year, will not be deemed excess withdrawals in that contract year for purposes of the Voya LifePay rider, subject to the following rules:

1. If your Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to this contract, is greater than the Maximum Annual Withdrawal on that date, an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal.
2. You may withdraw the Additional Withdrawal Amount from this contract without it being deemed an excess withdrawal.
3. Any withdrawals taken in a contract year will count first against the Maximum Annual Withdrawal for that contract year.
4. Once the Maximum Annual Withdrawal for the then current contract year has been taken, additional amounts withdrawn in excess of the Maximum Annual Withdrawal, other than Required Minimum Distributions will count against and reduce any Additional Withdrawal Amount.
5. Withdrawals that exceed the Additional Withdrawal Amount are excess withdrawals and will reduce the Maximum Annual Withdrawal on a pro-rata basis, as described above.
6. The Additional Withdrawal Amount is reset to zero at the end of each calendar year, and remains at zero until it is reset in January of the following calendar year, even if, pursuant to the Tax Code, the contract owner may take a Required Minimum Distribution for that calendar year after the end of the calendar year. The Additional Withdrawal Amount when recalculated, will not include your Required Minimum Distribution for a calendar year, or any portion thereof, that may otherwise be taken after that calendar year’s end.
7. If the contract is still in the Growth Phase on the date the Additional Withdrawal Amount is determined, but enters the Withdrawal Phase later during that calendar year, the Additional Withdrawal Amount will be set equal to the amount in excess of the Maximum Annual Withdrawal necessary to satisfy the Required Minimum Distribution (if any).

See Appendix Illustration 3, below.

**Investment Advisory Fees.** Withdrawals taken pursuant to a program established by the owner for the payment of investment advisory fees to a named third party investment adviser for advice on management of the contract's values will not cause the Withdrawal Phase to begin. During the Growth Phase, such withdrawals reduce the Voya LifePay Base on a pro-rata basis, and during the Withdrawal Phase, these withdrawals are treated as any other withdrawal.

**Lifetime Automatic Periodic Benefit Status.** If the contract value is reduced to zero by a withdrawal in excess of the Maximum Annual Withdrawal, the contract and the rider will terminate due to the pro-rata reduction described in "Determination of the Maximum Annual Withdrawal," above.

If the contract value is reduced to zero for a reason other than a withdrawal in excess of the Maximum Annual Withdrawal while the rider is in Lifetime Guaranteed Withdrawal Status, the rider will enter Lifetime Automatic Periodic Benefit Status and you are no longer entitled to make withdrawals. Instead, under the rider, you will begin to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal.

When the rider enters Lifetime Automatic Periodic Benefit Status,

1. the contract will provide no further benefits other than as provided in the Voya LifePay rider;
2. no further premium payments will be accepted; and
3. any other riders attached to the contract will terminate, unless otherwise specified in the rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments equal to the Maximum Annual Withdrawal. These payments will cease upon the death of the annuitant at which time both the rider and the contract will terminate. The rider will remain in Lifetime Automatic Periodic Benefit Status until it terminates without value upon the annuitant's death.

If the Maximum Annual Withdrawal exceeds the net withdrawals taken the contract year when the Voya LifePay rider enters Lifetime Automatic Periodic Benefit Status (including the withdrawal that results in the contract value decreasing to zero), that difference will be paid immediately to the contract owner. The periodic payments will begin on the last day of the first full contract year following the date the rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter.

You may elect to receive systematic withdrawals pursuant to the terms of the contract. Under a systematic withdrawal, either a fixed amount or an amount based upon a percentage of the contract value will be withdrawn from your contract and paid to you on a scheduled basis, either monthly, quarterly or annually. If, at the time the rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made semi-annually or annually, the payments will be made at the end of the half-contract year or contract year, as applicable.

**Voya LifePay Reset Option.** Beginning one year after the Withdrawal Phase begins, you may choose to reset the Maximum Annual Withdrawal, if 5% of the contract value would be greater than your current Maximum Annual Withdrawal. You must elect to reset by a request in a form satisfactory to us. On the date the request is received (the "Reset Effective Date"), the Maximum Annual Withdrawal will increase to be equal to 5% of the contract value on the Reset Effective Date. The reset option is only available when the rider is in Lifetime Guaranteed Withdrawal Status.

After exercising the reset option, you must wait one year before electing to reset again. We will not accept a request to reset if the new Maximum Annual Withdrawal on the date the request is received would be less than your current Maximum Annual Withdrawal.

If the reset option is exercised, the charge for the Voya LifePay rider will be equal to the charge then in effect for a newly purchased rider but will not exceed the maximum annual charge of 1.20%. However, we guarantee that the rider charge will not increase for resets exercised within the first five contract years. See Illustration 4, below.

**Investment Option Restrictions.** In order to mitigate the insurance risk inherent in our guarantee to provide you with lifetime payments (subject to the terms and restrictions of the Voya LifePay rider), we require that your contract value be allocated in accordance with certain limitations. In general, to the extent that you choose not to invest in the Accepted Funds, we require that 20% of such contract value be invested in the Fixed Allocation Fund. See "Fixed Allocation Funds Automatic Rebalancing" below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- Voya Solution Income Portfolio
- VY® T. Rowe Price Capital Appreciation Portfolio

If this rider was purchased before January 12, 2009, the following are additional Accepted Funds:

- Voya Global Value Advantage Portfolio
- VY® Franklin Templeton Founding Strategy Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

**Fixed Allocation Funds.** Currently, the Fixed Allocation Funds are:

- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio
- VY® BlackRock Inflation Protected Bond Portfolio

You may allocate your contract value to one or more Fixed Allocated Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

**Other Funds.** All portfolios available under the contract other than Accepted Funds and the Fixed Allocation Funds are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than 20% of the contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya LifePay Rebalancing Date, we will automatically rebalance the contract value allocated to Fixed Allocation Funds and Other Funds so that 20% of this amount is allocated to the Fixed Allocation Funds. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Fixed Allocation Funds and Other Funds and will be the last transaction processed on that date. The Voya LifePay Rebalancing Dates occur on each contract anniversary and after the following transactions:

1. receipt of additional premiums;
2. transfer or reallocation among Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you; and
3. withdrawals from a Fixed Allocation Fund or Other Fund.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See “Appendix J – Examples of Fixed Allocation Funds Automatic Rebalancing.”

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into the Fixed Allocation Fund even if you have not previously been invested in it. See “Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I.” **By electing to purchase the Voya LifePay rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Fund. You should not purchase the Voya LifePay rider if you do not wish to have your contract value reallocated in this manner.**

**Death of Owner or Annuitant.** The Voya LifePay rider and charges terminate on the earlier of:

1. if the rider is in Lifetime Guaranteed Withdrawal status, the date of receipt of due proof of death (“notice date”) of the contract owner (or in the case of joint contract owners, the death of the first owner) or the annuitant if there is a non-natural owner; or
2. the date the rider enters Lifetime Automatic Periodic Benefit status.

Under 1), above, the rider terminates on the death of the first owner, even if the owner is not the annuitant. **Thus, you should not purchase this rider with multiple owners, unless the owners are spouses.** Under 2), above, we will continue to pay the periodic payments that the owner was receiving under the Voya LifePay rider to the annuitant. No other death benefit is payable in this situation.

**Continuation After Death – Spouse.** If the surviving spouse of the deceased owner continues the contract (see, “Death Benefit Choices–Continuation After Death – Spouse”), this rider will also continue, provided the following conditions are met:

1. The spouse is at least 50 years old on the date the contract is continued; and
2. The spouse becomes the annuitant and sole contract owner.

If the rider is in the Growth Phase at the time of spousal continuation:

1. The rider will continue in the Growth Phase;
2. On the date the rider is continued, the Voya LifePay Base will be reset to equal the then current contract value; and
3. The Voya LifePay charges will restart and be the same as were in effect prior to the notice date.

If the rider is in the Withdrawal Phase at the time of spousal continuation:

1. The rider will continue in the Withdrawal Phase;
2. On the contract anniversary following the date the rider is continued,
  - (a) If the surviving spouse had not been the annuitant before the owner’s death, the Maximum Annual Withdrawal is recalculated by multiplying the contract value on that contract anniversary by 5%, and the Maximum Annual Withdrawal is considered to be zero from the notice date to that contract anniversary. Withdrawals are permitted pursuant to the other provisions of the contract. Withdrawals causing the contract value to fall to zero will terminate the contract and rider.
  - (b) If the surviving spouse was the annuitant before the owner’s death, the Maximum Annual Withdrawal is recalculated as the greater of the Maximum Annual Withdrawal on the notice date (adjusted for excess withdrawals thereafter) and the Maximum Annual Withdrawal resulting from multiplying the contract value on that contract anniversary by 5%. The Maximum Annual Withdrawal does not go to zero on the notice date, and withdrawals may continue under the rider provisions.
3. The rider charges will restart on the contract anniversary following the date the rider is continued and will be the same as were in effect prior to the notice date.

**Change of Owner or Annuitant.** Other than as provided above under “Continuation After Death–Spouse,” you may not change the annuitant. The rider and rider charges will terminate upon change of owner, including adding an additional owner, except for the following ownership changes:

1. spousal continuation as described above;
2. change of owner from one custodian to another custodian;
3. change of owner from a custodian for the benefit of an individual to the same individual;
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. change in trust as owner where the individual owner and the grantor of the trust are the same individual;
7. change of owner from an individual to a trust where the individual owner and the grantor of the trust are the same individual; and
8. change of owner from a trust to an individual where the individual owner and the grantor of the trust are the same individual.

**Surrender Charges.** If you elect the Voya LifePay rider, your withdrawals will be subject to surrender charges if they exceed the free withdrawal amount. However, once your Contract value is zero, the periodic payments under the Voya LifePay rider are not subject to surrender charges.

**Loans.** The portion of any Contract value used to pay off an outstanding loan balance will reduce the Voya LifePay Base or Maximum Annual Withdrawal as applicable. We do not recommend the Voya LifePay rider if loans are contemplated.

**Effect of Voya LifePay Rider on Death Benefit.** If you die before Lifetime Automatic Periodic Benefit Status begins under the Voya LifePay rider, the death benefit is payable, but the rider terminates. However, if the beneficiary is the owner's spouse, and the spouse elects to continue the contract, the death benefit is not payable until the spouse's death. **Thus, you should not purchase this rider with multiple owners, unless the owners are spouses.** See "Voya LifePay Minimum Guaranteed Withdrawal Benefit Rider–Death of Owner or Annuitant" for further information.

While in Lifetime Automatic Periodic Benefit Status, if the owner who is not the annuitant dies, we will continue to pay the periodic payments that the owner was receiving under the Voya LifePay rider to the annuitant. While in Lifetime Automatic Periodic Benefit Status, if an owner who is also the annuitant dies, the periodic payments will stop. No other death benefit is payable.

**Taxation.** For more information about the tax treatment of amounts paid to you under the Voya LifePay Rider, see "Federal Tax Considerations–Tax Consequences of Living Benefits and Death Benefit."

**Voya Joint LifePay Minimum Guaranteed Withdrawal Benefit (Voya Joint LifePay) Rider.** The Voya Joint LifePay rider generally provides, subject to the restrictions and limitations below, that we will guarantee a minimum level of annual withdrawals you may take from the contract for the lifetime of both you and your spouse, even if these withdrawals deplete your contract value to zero. Annual withdrawals in excess of the annual withdrawal amount allowed under the rider will reduce the amount of allowable future annual withdrawals, and may result in your inability to receive lifetime payments under the rider. You may wish to purchase this rider if you are married and are concerned that you and your spouse may outlive your income.

**Purchase.** The Voya Joint LifePay rider is only available for purchase by individuals who are married at the time of purchase and eligible to elect spousal continuation (as defined by the Tax Code) when the death benefit becomes payable. We refer to these individuals as spouses. Certain ownership, annuitant, and beneficiary designations are required in order to purchase the Voya Joint LifePay rider. See "Ownership, Annuitant, and Beneficiary Designation Requirements" below.

The minimum issue age is 60 and the maximum issue age is 80. Both spouses must meet these issue age requirements on the contract anniversary on which the Voya Joint LifePay rider is effective. Some broker-dealers may limit the maximum issue age to ages younger than age 80, but in no event lower than age 60. We reserve the right to change the minimum or maximum issue ages on a nondiscriminatory basis. The Voya Joint LifePay rider is currently only available if you have not already purchased an optional living benefit rider. We do, however, reserve the right to allow the purchase of more than one optional living benefit rider in the future, as well as the right to allow contract owners to replace the Voya LifePay rider with the Voya Joint LifePay rider. The Voya Joint LifePay rider will not be issued if the initial allocation to investment options is not in accordance with the investment option restrictions described in "Investment Option Restrictions" below. The Company in its discretion may allow the Voya Joint LifePay rider to be elected during the 30-day period preceding a contract anniversary. Such election must be received in good order, including owner, annuitant, and beneficiary designations and compliance with the investment restrictions described below. The Voya Joint LifePay rider will be effective as of that contract anniversary.

**Ownership, Annuitant, and Beneficiary Designation Requirements.** Certain ownership, annuitant, and beneficiary designations are required in order to purchase the Voya Joint LifePay rider. These designations depend upon whether the contract is issued as a nonqualified contract or as an IRA. In both cases the ownership, annuitant, and beneficiary designations must allow for the surviving spouse to continue the contract when the death benefit becomes payable, as provided by the Tax Code. Non-natural, custodial owners are only allowed with IRAs ("custodial IRAs"). Joint annuitants are not allowed. The necessary ownership, annuitant, and/or beneficiary designations are described below. Applications that do not meet the requirements below will be rejected. We reserve the right to verify the date of birth and social security number of both spouses.

**Nonqualified Contracts.** For a jointly owned contract, the owners must be spouses, and the annuitant must be one of the owners. For a contract with only one owner, the owner's spouse must be the sole primary beneficiary, and the annuitant must be one of the spouses.

**IRAs.** There may only be one owner of a contract issued as an IRA, who must also be the annuitant. The owner's spouse must be the sole primary beneficiary.

**Custodial IRAs.** While we do not maintain individual owner and beneficiary designations for IRAs held by an outside custodian, the ownership and beneficiary designations with the custodian must comply with the requirements listed in "IRAs" above. The annuitant must be the same as the beneficial owner of the custodial IRA. We require the custodian to provide us the name and date of birth of both the owner and the owner's spouse.

**Rider Date.** The rider date is the date the Voya Joint LifePay rider becomes effective. The rider date is also the contract date if you purchased the Voya Joint LifePay rider when the contract was issued.

**Charge.** The charge for the Voya Joint LifePay rider is deducted quarterly from your contract value as follows:

As an Annual Charge (Charge Deducted Quarterly)	As a Quarterly Charge	Maximum Annual Charge if Reset Option Elected
0.65% of contract value	0.1625% of contract value	1.50% of contract value

The charge is deducted during the period starting on the rider date and up to your rider's Lifetime Automatic Periodic Benefit status. Lifetime Automatic Periodic Benefit Status will occur if your contract value is reduced to zero and other conditions are met. The charge may be subject to change if you elect the reset option, subject to the maximum annual charge. For more information on this rider, including when Lifetime Automatic Periodic Benefit status begins, please see "Voya Joint LifePay Minimum Guaranteed Withdrawal Benefit Rider" below. If you surrender your contract or begin receiving income phase payments, the charge is pro-rated based upon the amount owed at the time. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after this change.

If the contract value in the subaccounts is insufficient for the charge, then we deduct it from any Fixed Interest Allocations, in which case a Market Value Adjustment may apply. Currently, a Market Value Adjustment would not apply when this charge is deducted from a Fixed Interest Allocation. With Fixed Interest Allocations, we deduct the charge from the Fixed Interest Allocation having the nearest maturity. For more information about the Fixed Interest Allocation, including the Market Value Adjustment, please see Appendix C. We reserve the right to change the charge for this rider, subject to the maximum annual charge. If changed, the new charge will only apply to riders issued after the change.

**No Cancellation.** Once you purchase the Voya Joint LifePay rider, you may not cancel it unless you a) cancel the contract during the contract's free look period, b) surrender, c) begin income phase payments, or d) otherwise terminate the contract pursuant to its terms. These events automatically cancel the Voya Joint LifePay rider. Once the contract continues beyond the free look period, you may not cancel the rider. The Company may, at its discretion, cancel and/or replace a rider at your request in order to renew or reset a rider.

**Termination.** The Voya Joint LifePay rider a "living benefit," which means the guaranteed benefits offered by the rider is intended to be available to you while you are living and while your contract is in the accumulation phase. Generally, the optional riders automatically terminate if you:

1. Terminate your contract pursuant to its terms during the accumulation phase, surrender, or begin receiving income phase payments in lieu of payments under the rider;
2. Die during the accumulation phase (first owner to die in the case of joint owners, or death of annuitant if the contract is a custodial IRA), unless your spouse elects to continue the contract (and your spouse is active for purposes of the Voya Joint LifePay rider); or
3. Change the owner of the contract (other than a spousal continuation by an active spouse).

Other circumstances that may cause a rider to terminate automatically are discussed below with each rider.

**Active Status.** Once the Voya Joint LifePay rider has been issued, a spouse must remain in “active” status in order to exercise rights and receive the benefits of the Voya Joint LifePay rider after the first spouse’s death by electing spousal continuation. In general, changes to the ownership, annuitant, and/or beneficiary designation requirements noted above will result in one spouse being designated as “inactive.” Inactive spouses are not eligible to continue the benefits of the Voya Joint LifePay rider after the death of the other spouse. Once designated “inactive,” a spouse may not regain active status under the Voya Joint LifePay rider. Specific situations that will result in a spouse’s designation as “inactive” include the following:

1. For nonqualified contracts where the spouses are joint owners, the removal of a joint owner (if that spouse does not automatically become sole primary beneficiary pursuant to the terms of the contract), or the change of one joint owner to a person other than an active spouse.
2. For nonqualified contracts where one spouse is the owner and the other spouse is the sole primary beneficiary, as well as for IRA contracts (including custodial IRAs), the addition of a joint owner who is not also an active spouse, or any change of beneficiary (including the addition of primary beneficiaries).
3. In the event of the death of one spouse (in which case the deceased spouse becomes inactive).

An owner may also request that one spouse be treated as inactive. In the case of joint-owned contracts, both contract owners must agree to such a request. An inactive spouse is not eligible to exercise any rights or receive any benefits under the Voya Joint LifePay rider. **However, all charges for the Voya Joint LifePay rider will continue to apply, even if one spouse becomes inactive, regardless of the reason. You should make sure you understand the impact of beneficiary and owner changes on the Voya Joint LifePay rider prior to requesting any such changes.**

A divorce will terminate the ability of an ex-spouse to continue the contract. See “Divorce” below.

**Lifetime Guaranteed Withdrawal Status.** This status begins on the date the Voya Joint LifePay rider is issued (the “effective date of the Voya Joint LifePay rider”) and continues until the earliest of: not used in other sections

1. the income phase commencement date;
2. reduction of the contract value to zero by a withdrawal in excess of the Maximum Annual Withdrawal;
3. reduction of the contract value to zero by a withdrawal less than or equal to the Maximum Annual Withdrawal;
4. the surrender of the contract; or
5. the death of the owner (first owner, in the case of joint owners, or the annuitant, in the case of a custodial IRA), unless your active spouse beneficiary elects to continue the contract.

For more information on the impact of a withdrawal reducing the contract value to zero on the Maximum Annual Withdrawal, please see “Lifetime Automatic Periodic Benefit Status” below. As described below, certain features of the Voya Joint LifePay rider may differ depending upon whether you are in Lifetime Guaranteed Withdrawal Status.

**How the Voya Joint LifePay Rider Works.** The Voya Joint LifePay rider has two phases. The first phase, called the Growth Phase, begins on the effective date of the Voya Joint LifePay rider and ends as of the business day before the first withdrawal is taken (or when the income phase commencement date is reached). The second phase is called the Withdrawal Phase. This phase begins as of the date you take the first withdrawal of any kind under the contract (other than investment advisory fees, as described below), or the income phase commencement date, whichever occurs first. During the accumulation phase of the contract, the Voya Joint LifePay rider may be in either the Growth Phase or the Withdrawal Phase. During the income phase of the contract, the rider may only be in the Withdrawal Phase. The rider is initially in Lifetime Guaranteed Withdrawal Status. While in this status you may terminate the rider by electing to enter the income phase and begin receiving income phase payments. However, if you have not elected to begin receiving income phase payments, and the rider enters Lifetime Automatic Periodic Benefit Status because the contract value has been reduced to zero, the rider and contract terminate (other than those provisions regarding the payment of the Maximum Annual Withdrawal, as described below) and you can no longer elect to receive income phase payments.

Benefits paid under the Voya Joint LifePay rider require the calculation of the Maximum Annual Withdrawal. The Voya Joint LifePay Base (referred to as the “MGWB Base” in the contract) is used to determine the Maximum Annual Withdrawal and is calculated as follows:

1. If you purchased the Voya Joint LifePay rider on the contract date, the initial Voya Joint LifePay Base is equal to the initial premium.
2. If you purchased the Voya Joint LifePay rider after the contract date, the initial Voya Joint LifePay Base is equal to the contract value on the effective date of the Voya Joint LifePay rider.
3. The initial Voya Joint LifePay Base is increased dollar-for-dollar by any premiums received during the Growth Phase (“eligible premiums”). The Voya Joint LifePay Base is also increased to equal the contract value if the contract value is greater than the current Voya Joint LifePay Base, valued on each quarterly contract anniversary after the effective date of the Voya Joint LifePay rider during the Growth Phase. The Voya Joint LifePay Base has no additional impact on the calculation of income phase payments or withdrawal benefits.

Currently, any additional premiums paid during the Withdrawal Phase are not eligible premiums for purposes of determining the Voya Joint LifePay Base or the Maximum Annual Withdrawal; however, we reserve the right to treat such premiums as eligible premiums at our discretion, in a nondiscriminatory manner. Premiums received during the Withdrawal Phase do increase the contract value used to determine the reset Maximum Annual Withdrawal if you choose to reset the Voya Joint LifePay rider (see “Voya Joint LifePay Reset Option,” below). We reserve the right to discontinue allowing premium payments during the Withdrawal Phase.

**Determination of the Maximum Annual Withdrawal.** The Maximum Annual Withdrawal is determined on the date the Withdrawal Phase begins. It equals 5% of the greater of the contract value and the Voya Joint LifePay Base, as of the last day of the Growth Phase. The first withdrawal after the effective date of the Voya Joint LifePay rider (which causes the end of the Growth Phase) is treated as occurring on the first day of the Withdrawal Phase, immediately after calculation of the Maximum Annual Withdrawal.

If the Voya Joint LifePay rider is in the Growth Phase, and the income phase commencement date is reached, the Voya Joint LifePay rider will enter the Withdrawal Phase and income phase payments will begin. In lieu of the income phase options under the Contract, you may elect a life only income phase option under which we will pay the greater of the income phase payout under the Contract and equal annual payments of the Maximum Annual Withdrawal, provided that, if both spouses are active, payments under the life only income phase option will be calculated using the joint life expectancy table for both spouses. If only one spouse is active, payments will be calculated using the single life expectancy table for the active spouse.

Withdrawals in a contract year that do not exceed the Maximum Withdrawal Amount do not reduce the Maximum Withdrawal Amount. However, if withdrawals in any contract year exceed the Maximum Annual Withdrawal (an “excess withdrawal”), the Maximum Annual Withdrawal will be reduced on a pro-rata basis. This means that the Maximum Annual Withdrawal will be reduced by the same proportion as the excess withdrawal is of the contract value determined after the deduction for the amount withdrawn up to the Maximum Annual Withdrawal but before the deduction of the excess withdrawal.

When a withdrawal is made, the total withdrawals taken in a contract year are compared with the current Maximum Annual Withdrawal. To the extent that the withdrawal taken causes the total withdrawals in that year to exceed the current Maximum Annual Withdrawal, that withdrawal is considered excess. For purposes of determining whether the Maximum Annual Withdrawal has been exceeded, any applicable Market Value Adjustment or surrender charges will not be considered. However, for purposes of determining the Maximum Annual Withdrawal reduction after an excess withdrawal, any surrender charges and/or Market Value Adjustment are considered to be part of the withdrawal, and will be included in the pro-rata adjustment to the Maximum Annual Withdrawal. See Illustration 1 and 2 below for examples of this concept.

**Required Minimum Distributions.** Withdrawals taken from the contract to satisfy the Required Minimum Distribution rules of the Tax Code are considered withdrawals for purposes of the rider, and will begin the Withdrawal Phase if the Withdrawal Phase has not already started. Any such withdrawal which exceeds the Maximum Annual Withdrawal for a specific contract year, will not be deemed excess withdrawals in that contract year for purposes of the Voya Joint LifePay rider, subject to the following:

1. If the contract owner's Required Minimum Distribution for a calendar year (determined on a date on or before January 31 of that year), applicable to the contract, is greater than the Maximum Annual Withdrawal on that date, an Additional Withdrawal Amount will be set equal to that portion of the Required Minimum Distribution that exceeds the Maximum Annual Withdrawal.
2. You may withdraw the Additional Withdrawal Amount from this contract without it being deemed an excess withdrawal.
3. Any withdrawals taken in a contract year will count first against the Maximum Annual Withdrawal for that contract year.
4. Once the Maximum Annual Withdrawal for the then current contract year has been taken, additional amounts withdrawn in excess of the Maximum Annual Withdrawal will count against and reduce any Additional Withdrawal Amount.
5. Withdrawals that exceed the Additional Withdrawal Amount are excess withdrawals and will reduce the Maximum Annual Withdrawal on a pro-rata basis, as described above.
6. The Additional Withdrawal Amount is reset to zero at the end of each calendar year, and remains at zero until it is reset in January of the following calendar year, even if, pursuant to the Tax Code, the contract owner may take a Required Minimum Distribution for that calendar year after the end of the calendar year. The Additional Withdrawal Amount, when recalculated, will not include your Required Minimum Distribution for a calendar year, or any portion thereof, that may otherwise be taken after that calendar year's end.
7. If the contract is still in the Growth Phase on the date the Additional Withdrawal Amount is determined, but enters the Withdrawal Phase later during that calendar year, the Additional Withdrawal Amount will be equal to the amount in excess of the Maximum Annual Withdrawal Amount necessary to satisfy the Required Minimum Distribution for that year (if any).

See Illustration 3, below.

**Investment Advisory Fees.** Withdrawals taken pursuant to a program established by the contract owner for the payment of investment advisory fees to a named third party investment adviser for advice on management of the contract's values will not cause the Withdrawal Phase to begin. During the Growth Phase, such withdrawals reduce the Voya Joint LifePay Base on a pro-rata basis, and during the Withdrawal Phase, these withdrawals are treated as any other withdrawal.

**Lifetime Automatic Periodic Benefit Status.** If the contract value is reduced to zero by a withdrawal in excess of the Maximum Annual Withdrawal, the contract and the Voya Joint LifePay rider will terminate due to the pro-rata reduction described in "Determination of the Maximum Annual Withdrawal," above.

If the contract value is reduced to zero for a reason other than a withdrawal in excess of the Maximum Annual Withdrawal while the Voya Joint LifePay rider is in Lifetime Guaranteed Withdrawal Status, the Voya Joint LifePay rider will enter Lifetime Automatic Periodic Benefit Status and you are no longer entitled to make withdrawals. Instead, under the rider you will begin to receive periodic payments in an annual amount equal to the Maximum Annual Withdrawal.

When the Voya Joint LifePay rider enters Lifetime Automatic Periodic Benefit Status:

1. the contract will provide no further benefits (including death benefits) other than as provided under the Voya Joint LifePay rider;
2. no further premium payments will be accepted; and
3. any other riders attached to the contract will terminate, unless otherwise specified in that rider.

During Lifetime Automatic Periodic Benefit Status, we will pay you periodic payments in an annual amount equal to the Maximum Annual Withdrawal. The time period for which we will make these payments will depend upon whether one or two spouses are active under the Voya Joint LifePay rider at the time this status begins. If both spouses are active under the Voya Joint LifePay rider, these payments will cease upon the death of the second spouse, at which time both the Voya Joint LifePay rider and the contract will terminate without further value. If only one spouse is active under the Voya Joint LifePay rider, the payments will cease upon the death of the active spouse, at which time both the Voya Joint LifePay rider and the contract will terminate without value.

If the Maximum Annual Withdrawal exceeds the net withdrawals taken the contract year when the Voya Joint LifePay rider enters Lifetime Automatic Periodic Benefit Status (including the withdrawal that results in the contract value decreasing to zero), that difference will be paid immediately to the contract owner. The periodic payments will begin on the last day of the first full contract year following the date the Voya Joint LifePay rider enters Lifetime Automatic Periodic Benefit Status and will continue to be paid annually thereafter.

You may elect to receive systematic withdrawals pursuant to the terms of the contract. Under a systematic withdrawal, either a fixed amount or an amount based upon a percentage of the contract value will be withdrawn from your contract and paid to you on a scheduled basis, either monthly, quarterly, or annually. If, at the time the Voya Joint LifePay rider enters Lifetime Automatic Periodic Benefit Status, you are receiving systematic withdrawals under the contract more frequently than annually, the periodic payments will be made at the same frequency in equal amounts such that the sum of the payments in each contract year will equal the annual Maximum Annual Withdrawal. Such payments will be made on the same payment dates as previously set up, if the payments were being made monthly or quarterly. If the payments were being made semi-annually or annually, the payments will be made at the end of the half-contract year or contract year, as applicable.

**Voya Joint LifePay Reset Option.** Beginning one year after the Withdrawal Phase begins, you may choose to reset the Maximum Annual Withdrawal, if 5% of the contract value would be greater than your current Maximum Annual Withdrawal. You must elect to reset by a request in a form satisfactory to us. On the date the request is received (the "Reset Effective Date"), the Maximum Annual Withdrawal will increase to be equal to 5% of the contract value on the Reset Effective Date. The reset option is only available when the Voya Joint LifePay rider is in Lifetime Guaranteed Withdrawal Status. We reserve the right to limit resets to the contract anniversary.

After exercising the reset option, you must wait one year before electing to reset again. We will not accept a request to reset if the new Maximum Annual Withdrawal on the date the request is received would be less than your current Maximum Annual Withdrawal.

If the reset option is exercised, the charge for the Voya Joint LifePay rider will be equal to the charge then in effect for a newly purchased rider but will not exceed the maximum annual charge of 1.50%. However, we guarantee that the Voya Joint LifePay rider charge will not increase for resets exercised within the first five contract years. See Illustration 4, below.

**Investment Option Restrictions.** In order to mitigate the insurance risk inherent in our guarantee to provide you and your spouse with lifetime payments (subject to the terms and restrictions of the Voya Joint LifePay rider, as described in this supplement), we require that your contract value be allocated in accordance with certain limitations. In general, to the extent that you choose not to invest in the Accepted Funds, we require that 20% of the amount not so invested be invested in the Fixed Allocation Fund. We will require this allocation regardless of your investment instructions to the contrary, as described further below.

**Accepted Funds.** Currently, the Accepted Funds are:

- Fixed Account II
- Fixed Interest Division
- Voya Liquid Assets Portfolio
- Voya Solution 2015 Portfolio
- Voya Solution 2025 Portfolio
- Voya Solution 2035 Portfolio
- Voya Solution Income Portfolio
- VY<sup>®</sup> T. Rowe Price Capital Appreciation Portfolio

If this rider was purchased before January 12, 2009, the following are additional Accepted Funds:

- Voya Global Value Advantage Portfolio
- VY<sup>®</sup> Franklin Templeton Founding Strategy Portfolio

No rebalancing is necessary if the contract value is allocated entirely to Accepted Funds. We may change these designations at any time upon 30 days' notice to you. If a change is made, the change will apply to contract value allocated to such portfolios after the date of the change.

**Fixed Allocation Funds.** Currently, the Fixed Allocation Funds are:

- Voya Intermediate Bond Portfolio
- Voya U.S. Bond Index Portfolio
- VY<sup>®</sup> BlackRock Inflation Protected Bond Portfolio

You may allocate your contract value to one or more Fixed Allocated Funds. We consider the Voya Intermediate Bond Portfolio to be the default Fixed Allocation Fund in connection with Fixed Allocation Funds Automatic Rebalancing.

**Other Funds.** All portfolios available under the contract other than Accepted Funds or Fixed Allocation Funds are considered Other Funds.

**Fixed Allocation Funds Automatic Rebalancing.** If the contract value in the Fixed Allocation Funds is less than 20% of the total contract value allocated to the Fixed Allocation Funds and Other Funds on any Voya Joint LifePay Rebalancing Date, we will automatically rebalance the contract value allocated to the Fixed Allocation Funds and Other Funds so that 20% of this amount is allocated to the Fixed Allocation Funds. Accepted Funds are excluded from Fixed Allocation Funds Automatic Rebalancing. Any rebalancing is done on a pro-rata basis among the Other Funds and will be the last transaction processed on that date. The Voya Joint LifePay Rebalancing Dates occur on each contract anniversary and after the following transactions:

1. receipt of additional premiums;
2. transfer or reallocation among the Fixed Allocation Funds or Other Funds, whether automatic or specifically directed by you; and
3. withdrawals from the Fixed Allocation Funds or Other Funds.

Fixed Allocation Funds Automatic Rebalancing is separate from any other automatic rebalancing under the contract. However, if the other automatic rebalancing under the contract causes the allocations to be out of compliance with the investment option restrictions noted above, Fixed Allocation Funds Automatic Rebalancing will occur immediately after the automatic rebalancing to restore the required allocations. See “Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing.”

In certain circumstances, Fixed Allocation Funds Automatic Rebalancing may result in a reallocation into the Fixed Allocation Fund even if you have not previously been invested in it. See “Appendix J—Examples of Fixed Allocation Funds Automatic Rebalancing, Example I.” **By electing to purchase the Voya Joint LifePay rider, you are providing the Company with direction and authorization to process these transactions, including reallocations into the Fixed Allocation Fund. You should not purchase the Voya Joint LifePay rider if you do not wish to have your contract value reallocated in this manner.**

**Divorce.** Generally, in the event of a divorce, the spouse who retains ownership of the contract will continue to be entitled to all rights and benefits of the Voya Joint LifePay rider, while the ex-spouse will no longer have any such rights or be entitled to any such benefits. In the event of a divorce during Lifetime Guaranteed Withdrawal Status, the Voya Joint LifePay rider continues, and terminates upon the death of the owner (first owner in the case of joint owners, or the annuitant in the case of a custodial IRA). Although spousal continuation may be available under the Tax Code for a subsequent spouse, the Voya Joint LifePay rider cannot be continued by the new spouse. As the result of the divorce, we may be required to withdraw assets for the benefit of an ex-spouse. Any such withdrawal will be considered a withdrawal for purposes of the Maximum Annual Withdrawal amount. In other words, if a withdrawal incident to a divorce exceeds the Maximum Annual Withdrawal amount, it will be considered an excess withdrawal. See “Determination of the Maximum Annual Withdrawal,” above. As noted, in the event of a divorce there is no change to the Maximum Annual Withdrawal and we will continue to deduct charges for the Voya Joint LifePay rider.

In the event of a divorce during Lifetime Automatic Periodic Benefit Status, there will be no change to the periodic payments made. Payments will continue until both spouses are deceased.

**Death of Owner.** The death of the owner (in the case of joint owners, the first owner, or for custodial IRAs, the annuitant) during Lifetime Guaranteed Withdrawal Status may cause the termination of the Voya Joint LifePay rider and its charges, depending upon whether one or both spouses are in active status at the time of death, as described below.

1. **If both spouses are in active status:** If the surviving spouse elects to continue the contract and becomes the owner and annuitant, the Voya Joint LifePay rider will remain in effect pursuant to its original terms and Voya Joint LifePay coverage and charges will continue. As of the date the contract is continued, the Maximum Annual Withdrawal will be set to the greater of the existing Maximum Annual Withdrawal or 5% of the contract value on the date the contract is continued. Such a reset will not count as an exercise of the Voya Joint LifePay Reset Option, and rider charges will not increase.

If the surviving spouse elects not to continue the contract, Voya Joint LifePay rider coverage and charges will cease upon the earlier of payment of the death benefit or notice that an alternative distribution option has been chosen.

2. **If the surviving spouse is in inactive status:** The Voya Joint LifePay rider terminates and Voya Joint LifePay coverage and charges cease upon proof of death.

**Change of Owner or Annuitant.** Other than as a result of spousal continuation, you may not change the annuitant. The Voya Joint LifePay rider and rider charges will terminate upon change of owner, including adding an additional owner, except for the following ownership changes:

1. spousal continuation by an active spouse, as described above;
2. change of owner from one custodian to another custodian for the benefit of the same individual;
3. change of owner from a custodian for the benefit of an individual to the same individual (in order to avoid the owner's spouse from being designated inactive, the owner's spouse must be named sole beneficiary under the contract);
4. change of owner from an individual to a custodian for the benefit of the same individual;
5. collateral assignments;
6. for nonqualified contracts only, the addition of a joint owner, provided that the additional joint owner is the original owner's spouse and is active when added as joint owner;
7. for nonqualified contracts, removal of a joint owner, provided the removed joint owner is active and becomes the primary contract beneficiary; and
8. for nonqualified contracts, change of owner where the owner becomes the sole primary beneficiary and the sole primary beneficiary becomes the owner if both were active spouses at the time of the change.

**Surrender Charges.** If you elect the Voya Joint LifePay rider, your withdrawals will be subject to surrender charges if they exceed the free withdrawal amount. However, once your contract value is zero, the periodic payments under the Voya Joint LifePay rider are not subject to surrender charges, nor will these amounts be subject to any other charges under the contract.

**Taxation.** For more information about the tax treatment of amounts paid to you under the Voya LifePay and the Voya Joint LifePay riders, see "Federal Tax Considerations—Tax Consequences of Living Benefits and Death Benefits."

#### **Voya LifePay and Voya Joint LifePay Partial Withdrawal Amount Examples**

The following are examples of adjustments to the Maximum Annual Withdrawal amount for withdrawals in excess of the Maximum Annual Withdrawal:

#### **Illustration 1: Adjustment to the Maximum Annual Withdrawal amount for a withdrawal in excess of the Maximum Annual Withdrawal, including surrender and/or MVA charges.**

Assume the Maximum Annual Withdrawal is \$5,000.

The first withdrawal taken during the contract year is \$3,000 net, with \$500 of surrender and/or MVA charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$300 of surrender and/or MVA charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$200 of surrender and/or MVA charges. Because total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, then there is an adjustment to the Maximum Annual Withdrawal.

Total gross withdrawals during the contract year are \$7,000 (\$3,000 + \$500 + \$1,500 + \$300 + \$1,500 + \$200). The adjustment is the lesser of the amount by which the total gross withdrawals for the year exceed the Maximum Annual Withdrawal (\$7,000 – \$5,000 = \$2,000), and the amount of the current gross withdrawal (\$1,500 + \$200 = \$1,700).

If the contract value before this withdrawal is \$50,000, then the Maximum Annual Withdrawal is reduced by 3.40% ( $\$1,700 / \$50,000$ ) to \$4,830 ( $((1 - 3.40\%) * \$5,000)$ ).

**Illustration 2: Adjustment to the Maximum Annual Withdrawal amount for a withdrawal in excess of the Maximum Annual Withdrawal.**

Assume the Maximum Annual Withdrawal is \$5,000.

The first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender and/or MVA charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender and/or MVA charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender and/or MVA charges. Because total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, there is an adjustment to the Maximum Annual Withdrawal.

Total gross withdrawals during the contract year are \$6,000 ( $\$3,000 + \$1,500 + \$1,500$ ). The adjustment is the lesser of the amount by which the total gross withdrawals for the year exceed the Maximum Annual Withdrawal, \$1,000, and the amount of the current gross withdrawal, \$1,500.

If the contract value after the part of the gross withdrawal that was within the Maximum Annual Withdrawal, \$500, is \$49,500, then the Maximum Annual Withdrawal is reduced by 2.02% ( $\$1,000 / \$49,500$ ) to \$4,899 ( $((1 - 2.02\%) * \$5,000)$ ).

**Illustration 3: A withdrawal exceeds the Maximum Annual Withdrawal amount but does not exceed the Additional Withdrawal Amount.**

Assume the Maximum Annual Withdrawal is \$5,000. On January 31, the Required Minimum Distribution for the current calendar year applicable to this contract is determined to be \$6,000. The Additional Withdrawal Amount is set equal to the excess of this amount above the Maximum Annual Withdrawal, \$1,000 ( $\$6,000 - \$5,000$ ).

The first withdrawal taken during the contract year is \$3,000 net, with \$0 of surrender and/or MVA charges. The Maximum Annual Withdrawal is not exceeded.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender and/or MVA charges. The Maximum Annual Withdrawal is not exceeded because total net withdrawals, \$4,500, do not exceed the Maximum Annual Withdrawal, \$5,000.

The next withdrawal taken during the contract year is \$1,500 net, with \$0 of surrender and/or MVA charges. Total net withdrawals taken, \$6,000, exceed the Maximum Annual Withdrawal, \$5,000, however, the Maximum Annual Withdrawal is not adjusted until the Additional Withdrawal Amount is exhausted. The amount by which total net withdrawals taken exceed the Maximum Annual Withdrawal, \$1,000 ( $\$6,000 - \$5,000$ ), is the same as the Additional Withdrawal Amount, so no adjustment to the Maximum Annual Withdrawal is made. If total net withdrawals taken had exceeded the sum of the Maximum Annual Withdrawal and the Additional Withdrawal Amount, then an adjustment would be made to the Maximum Annual Withdrawal.

**Illustration 4: The Reset Option is utilized.**

Assume the Maximum Annual Withdrawal is \$5,000.

One year after the first withdrawal is taken, the contract value has increased to \$120,000, and the Reset Option is utilized. The Maximum Annual Withdrawal is now \$6,000 ( $\$120,000 * 5\%$ ).

One year after the Reset Option was first utilized, the contract value has increased further to \$130,000. The Reset Option is utilized again, and the Maximum Annual Withdrawal is now \$6,500 ( $\$130,000 * 5\%$ ).

**Statement of Additional Information**

**RETIREMENT SOLUTIONS — VOYA ROLLOVER CHOICE<sup>SM</sup>**

**DEFERRED COMBINATION VARIABLE  
AND FIXED ANNUITY CONTRACT**

**ISSUED BY  
SEPARATE ACCOUNT B**

**OF  
VOYA INSURANCE AND ANNUITY COMPANY**

This Statement of Additional Information is not a prospectus. The information contained herein should be read in conjunction with the Prospectus for the Voya Insurance and Annuity Company Deferred Variable Annuity Contract, which is referred to herein. The Prospectus sets forth information that a prospective investor ought to know before investing. For a copy of the Prospectus, send a written request to Voya Insurance and Annuity Company, Customer Service, P.O. Box 9271, Des Moines, IA 50306-9271 or telephone 1-800-366-0066, or access the SEC's website (<http://www.sec.gov>).

**DATE OF PROSPECTUS  
AND  
STATEMENT OF ADDITIONAL INFORMATION:**

May 1, 2015

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## **Introduction**

This Statement of Additional Information provides background information regarding Separate Account B.

### **Description of Voya Insurance and Annuity Company**

We are an Iowa stock life insurance company, which was originally organized in 1973 under the insurance laws of Minnesota. Prior to September 1, 2014, we were known as ING USA Annuity and Life Insurance Company. Prior to January 1, 2004, we were known as Golden American Life Insurance Company. We are an indirect, wholly owned subsidiary of Voya Financial, Inc. (“Voya<sup>®</sup>”), which until April 7, 2014, was known as ING U.S., Inc. In May, 2013, the common stock of Voya began trading on the New York Stock Exchange under the symbol “VOYA” and Voya completed its initial public offering of common stock.

We are authorized to sell insurance and annuities in all states, except New York, and the District of Columbia. Although we are a subsidiary of Voya, Voya is not responsible for the obligations under the Contract. The obligations under the Contract are solely the responsibility of Voya Insurance and Annuity Company.

Prior to March 9, 2015, Voya was an affiliate of ING Groep N.V. (“ING”), a global financial institution active in the fields of insurance, banking and asset management. On March 9, 2015, ING completed a public secondary offering of Voya common stock (the “March 2015 Offering”) and also completed the sale of Voya common stock to Voya pursuant to the terms of a share repurchase agreement (the “March 2015 Direct Share Buyback”) (the March 2015 Offering and the March 2015 Direct Share Buyback collectively, the “March 2015 Transactions”). Upon completion of the March 2015 Transactions, ING has exited its stake in Voya common stock. As a result of the completion of the March 2015 Transactions, ING has satisfied the provisions of its agreement with the European Union regarding the divestment of its U.S. insurance and investment operations, which required ING to divest 100% of its ownership interest in Voya together with its subsidiaries, including the Company by the end of 2016.

Directed Services LLC, the distributor of the Contracts and the investment manager of the Voya Investors Trust, is also a wholly owned indirect subsidiary of Voya. Voya also indirectly owns Voya Investments, LLC and Voya Investment Management Co. LLC, portfolio managers of the Voya Investors Trust and the investment managers of the Voya Variable Insurance Trust, Voya Variable Products Trust and Voya Variable Product Portfolios, respectively.

### **Separate Account B**

Separate Account B is a separate account established by the Company for the purpose of funding variable annuity contracts issued by the Company. The separate account is registered with the Securities and Exchange Commission (“SEC”) as a unit investment trust under the Investment Company Act of 1940, as amended. Purchase payments to accounts under the contract may be allocated to one or more of the subaccounts. Each subaccount invests in the shares of only one of the funds offered under the contracts. We may make additions to, deletions from or substitutions of available investment options as permitted by law and subject to the conditions of the contract. The availability of the funds is subject to applicable regulatory authorization. Not all funds are available in all jurisdictions or under all contracts.

### **Safekeeping of Assets**

Voya Insurance and Annuity Company acts as its own custodian for Separate Account B.

### **Experts**

The statements of assets and liabilities of Separate Account B as of December 31, 2014, and the related statements of operations and changes in net assets for the periods disclosed in the financial statements, and the financial statements of the Company as of December 31, 2014 and 2013, and for each of the three years in the period ended December 31, 2014, included in the Statement of Additional Information, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon appearing elsewhere herein, and are included in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The primary business address of Ernst & Young LLP is Suite 1000, 55 Ivan Allen Jr. Boulevard, Atlanta, GA 30308.

## **Distribution of Contracts**

The offering of contracts under the prospectus associated with this Statement of Additional Information is continuous. Directed Services LLC, an affiliate of Voya Insurance and Annuity Company, acts as the principal underwriter (as defined in the Securities Act of 1933 and the Investment Company Act of 1940, as amended) of the variable insurance products (the “variable insurance products”) issued by Voya Insurance and Annuity Company. The contracts are distributed through registered representatives of other broker-dealers who have entered into selling agreements with Directed Services LLC. For the years ended 2014, 2013 and 2012 commissions paid by Voya Insurance and Annuity Company, including amounts paid by its affiliated Companies, ReliaStar Life Insurance Company of New York and Voya Retirement Insurance and Annuity Company, to Directed Services LLC aggregated \$244,889,657, \$242,125,652 and \$225,489,553, respectively. All commissions received by the distributor were passed through to the broker-dealers who sold the contracts. Directed Services LLC is located at One Orange Way, Windsor, CT 06095.

Under a management services agreement, last amended in 1995, Voya Insurance and Annuity Company provides to Directed Services LLC certain of its personnel to perform management, administrative and clerical services and the use of certain facilities. Voya Insurance and Annuity Company charges Directed Services LLC for such expenses and all other general and administrative costs, first on the basis of direct charges when identifiable, and the remainder allocated based on the estimated amount of time spent by Voya Insurance and Annuity Company’s employees on behalf of Directed Services LLC. In the opinion of management, this method of cost allocation is reasonable. However, effective January 1, 2010, this management services agreement was changed to an arms-length pricing agreement, whereas Voya Insurance and Annuity Company now receives a monthly fee from Directed Services LLC based on annual contractual rates by fund. This fee, calculated as a percentage of average assets in the variable separate accounts, was \$139,918,729, \$147,389,859 and \$141,124,215 for the years ended 2014, 2013 and 2012, respectively.

## **Published Ratings**

From time to time, the rating of Voya Insurance and Annuity Company as an insurance company by A.M. Best may be referred to in advertisements or in reports to contract owners. Each year the A.M. Best Company reviews the financial status of thousands of insurers, culminating in the assignment of Best’s Ratings. These ratings reflect their current opinion of the relative financial strength and operating performance of an insurance company in comparison to the norms of the life/health insurance industry. Best’s ratings range from A+ + to F. An A++ and A+ ratings mean, in the opinion of A.M. Best, that the insurer has demonstrated the strongest ability to meet its respective policyholder and other contractual obligations.

## Accumulation Unit Value

The calculation of the Accumulation Unit Value (“AUV”) is discussed in the prospectus and below. Note that in your Contract, accumulation unit value is referred to as the Index of Investment Experience. The following illustrations show a calculation of a new AUV and the purchase of Units (using hypothetical examples). Note that the examples below are for illustration purposes only.

### Illustration of Calculation of AUV

#### Example 1.

1. AUV, beginning of period	\$10.00
2. Value of securities, beginning of period	\$10.00
3. Change in value of securities	\$0.10
4. Gross investment return (3) divided by (2)	0.01
5. Less daily mortality and expense charge	0.00004280
6. Less asset based administrative charge	0.00000411
7. Net investment return (4) minus (5) minus (6)	0.009953092
8. Net investment factor (1.000000) plus (7)	1.009953092
9. AUV, end of period (1) multiplied by (8)	\$10.09953092

### Illustration of Purchase of Units (Assuming no state premium tax)

#### Example 2.

1. Initial premium payment	\$1,000
2. AUV on effective date of purchase (see Example 1)	\$10.00
3. Number of units purchased (1) divided by (2)	100
4. AUV for valuation date following purchase (see Example 1)	\$10.09953092
5. Contract Value in account for valuation date following purchase (3) multiplied by (4)	\$1,009.95

## IRA Partial Withdrawal Option

If the contract owner has an IRA contract and will attain age 70½ in the current calendar year, distributions will be made in accordance with the requirements of Federal tax law. This option is available to assure that the required minimum distributions from qualified plans under the Internal Revenue Code (the “Code”) are made. Under the Code, distributions must begin no later than April 1st of the calendar year following the calendar year in which the contract owner attains age 70½. If the required minimum distribution is not withdrawn, there may be a penalty tax in an amount equal to 50% of the difference between the amount required to be withdrawn and the amount actually withdrawn. Even if the IRA Partial Withdrawal Option is not elected, distributions must nonetheless be made in accordance with the requirements of Federal tax law.

Voya Insurance and Annuity Company notifies the contract owner of these regulations with a letter mailed in the calendar year in which the contract owner reaches age 70½ which explains the IRA Partial Withdrawal Option and supplies an election form. If electing this option, the owner specifies whether the withdrawal amount will be based on a life expectancy calculated on a single life basis (contract owner’s life only) or, if the contract owner is married, on a joint life basis (contract owner’s and spouse’s lives combined). The contract owner selects the payment mode on a monthly, quarterly or annual basis. If the payment mode selected on the election form is more frequent than annually, the payments in the first calendar year in which the option is in effect will be based on the amount of payment modes remaining when Voya Insurance and Annuity Company receives the completed election form. Voya Insurance and Annuity Company calculates the IRA Partial Withdrawal amount each year based on the minimum distribution rules. We do this by dividing the contract value by the life expectancy. In the first year withdrawals begin; we use the contract value as of the date of the first payment. Thereafter, we use the contract value on December 31st of each year. The life expectancy is recalculated each year. Certain minimum distribution rules govern payouts if the designated beneficiary is other than the contract owner’s spouse and the beneficiary is more than ten years younger than the contract owner.

### **Other Information**

Registration statements have been filed with the SEC under the Securities Act of 1933, as amended, with respect to the contracts discussed in this Statement of Additional Information. Not all of the information set forth in the registration statements, amendments and exhibits thereto has been included in this Statement of Additional Information. Statements contained in this Statement of Additional Information concerning the content of the contracts and other legal instruments are intended to be summaries. For a complete statement of the terms of these documents, reference should be made to the instruments filed with the SEC.

**FINANCIAL STATEMENTS**

**Voya Insurance and Annuity Company**

**Separate Account B**

*Year Ended December 31, 2014*

*with Report of Independent Registered Public Accounting Firm*

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**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Financial Statements**  
**Year Ended December 31, 2014**

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## Report of Independent Registered Public Accounting Firm

The Board of Directors and Participants  
Voya Insurance and Annuity Company

We have audited the accompanying financial statements of Voya Insurance and Annuity Company Separate Account B (the “Account”), which comprise the statements of assets and liabilities of each of the investment divisions disclosed in Note 1 as of December 31, 2014, and the related statements of operations for the year or period then ended, and the statements of changes in net assets for the years or periods ended December 31, 2014 and 2013. These financial statements are the responsibility of the Account’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Account’s internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Account’s internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our procedures included confirmation of securities owned as of December 31, 2014, by correspondence with the transfer agents or fund companies. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of each of the investment divisions disclosed in Note 1 constituting Voya Insurance and Annuity Company Separate Account B at December 31, 2014, the results of their operations for the year or period then ended, and the changes in their net assets for the years or periods ended December 31, 2014 and 2013, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Atlanta, Georgia  
April 7 , 2015

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Statements of Assets and Liabilities**  
**December 31, 2014**  
*(Dollars in thousands)*

	<b>Invesco V.I. American Franchise Fund - Series I Shares</b>	<b>BlackRock Global Allocation V.I. Fund - Class III Shares</b>	<b>Columbia Asset Allocation Fund, Variable Series - Class A Shares</b>	<b>Columbia Small Cap Value Fund, Variable Series - Class B Shares</b>	<b>Columbia Small Company Growth Fund, Variable Series - Class A Shares</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 15,741	\$ 1,011,854	\$ 333	\$ 123,452	\$ 29
Total assets	15,741	1,011,854	333	123,452	29
Net assets	<u>\$ 15,741</u>	<u>\$ 1,011,854</u>	<u>\$ 333</u>	<u>\$ 123,452</u>	<u>\$ 29</u>
 Total number of mutual fund shares	 <u>286,820</u>	 <u>71,408,193</u>	 <u>21,076</u>	 <u>6,734,991</u>	 <u>1,700</u>
 Cost of mutual fund shares	 <u>\$ 10,735</u>	 <u>\$ 1,008,051</u>	 <u>\$ 271</u>	 <u>\$ 111,246</u>	 <u>\$ 29</u>

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Statements of Assets and Liabilities**  
**December 31, 2014**  
*(Dollars in thousands)*

	<b>Columbia VP Large Cap Growth Fund - Class 1</b>	<b>Fidelity® VIP Equity- Income Portfolio - Service Class 2</b>	<b>Franklin Small Cap Value VIP Fund - Class 2</b>	<b>ClearBridge Variable Large Cap Value Portfolio - Class I</b>	<b>Western Asset Variable High Income Portfolio</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 366	\$ 152,112	\$ 11,568	\$ 90	\$ 69
Total assets	366	152,112	11,568	90	69
Net assets	<u>\$ 366</u>	<u>\$ 152,112</u>	<u>\$ 11,568</u>	<u>\$ 90</u>	<u>\$ 69</u>
 Total number of mutual fund shares	 <u>30,885</u>	 <u>6,383,224</u>	 <u>518,262</u>	 <u>4,617</u>	 <u>12,364</u>
 Cost of mutual fund shares	 <u>\$ 233</u>	 <u>\$ 140,305</u>	 <u>\$ 6,813</u>	 <u>\$ 75</u>	 <u>\$ 70</u>

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Statements of Assets and Liabilities**  
**December 31, 2014**  
*(Dollars in thousands)*

	<b>Oppenheimer Main Street Small Cap Fund®/VA - Service Shares</b>	<b>PIMCO Real Return Portfolio - Administrative Class</b>	<b>Pioneer Equity Income VCT Portfolio - Class II</b>	<b>ProFund VP Bull</b>	<b>ProFund VP Europe 30</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 2,206	\$ 6,846	\$ 14,829	\$ 10,274	\$ 4,439
Total assets	2,206	6,846	14,829	10,274	4,439
Net assets	<u>\$ 2,206</u>	<u>\$ 6,846</u>	<u>\$ 14,829</u>	<u>\$ 10,274</u>	<u>\$ 4,439</u>
 Total number of mutual fund shares	 <u>84,006</u>	 <u>534,396</u>	 <u>496,452</u>	 <u>249,239</u>	 <u>190,106</u>
 Cost of mutual fund shares	 <u>\$ 1,718</u>	 <u>\$ 7,544</u>	 <u>\$ 8,976</u>	 <u>\$ 7,731</u>	 <u>\$ 4,193</u>

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Statements of Assets and Liabilities**  
**December 31, 2014**  
*(Dollars in thousands)*

	<b>ProFund VP Rising Rates Opportunity</b>	<b>Voya Balanced Portfolio - Class S</b>	<b>Voya Intermediate Bond Portfolio - Class S</b>	<b>Voya Global Perspectives Portfolio - Class A</b>	<b>Voya Global Resources Portfolio - Adviser Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 3,592	\$ 4,179	\$ 3,376,542	\$ 195,095	\$ 76,594
Total assets	3,592	4,179	3,376,542	195,095	76,594
Net assets	<u>\$ 3,592</u>	<u>\$ 4,179</u>	<u>\$ 3,376,542</u>	<u>\$ 195,095</u>	<u>\$ 76,594</u>
 Total number of mutual fund shares	 <u>633,496</u>	 <u>287,207</u>	 <u>263,175,519</u>	 <u>17,882,230</u>	 <u>4,288,597</u>
 Cost of mutual fund shares	 <u>\$ 8,037</u>	 <u>\$ 3,199</u>	 <u>\$ 3,336,464</u>	 <u>\$ 188,420</u>	 <u>\$ 86,790</u>

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	<b>Voya Global Resources Portfolio - Service Class</b>	<b>Voya Global Resources Portfolio - Service 2 Class</b>	<b>Voya High Yield Portfolio - Service Class</b>	<b>Voya Large Cap Growth Portfolio - Adviser Class</b>	<b>Voya Large Cap Growth Portfolio - Institutional Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 281,022	\$ 14,637	\$ 446,912	\$ 2,047,691	\$ 87
Total assets	281,022	14,637	446,912	2,047,691	87
Net assets	<u>\$ 281,022</u>	<u>\$ 14,637</u>	<u>\$ 446,912</u>	<u>\$ 2,047,691</u>	<u>\$ 87</u>
 Total number of mutual fund shares	 <u>15,264,647</u>	 <u>800,263</u>	 <u>44,248,701</u>	 <u>107,546,789</u>	 <u>4,336</u>
 Cost of mutual fund shares	 <u>\$ 266,278</u>	 <u>\$ 17,169</u>	 <u>\$ 457,183</u>	 <u>\$ 1,494,634</u>	 <u>\$ 81</u>

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	<b>Voya Large Cap Growth Portfolio - Service Class</b>	<b>Voya Large Cap Growth Portfolio - Service 2 Class</b>	<b>Voya Large Cap Value Portfolio - Service Class</b>	<b>Voya Limited Maturity Bond Portfolio - Service Class</b>	<b>Voya Liquid Assets Portfolio - Service Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 1,810,256	\$ 18,447	\$ 1,004,251	\$ 41,765	\$ 558,683
Total assets	1,810,256	18,447	1,004,251	41,765	558,683
Net assets	<u>\$ 1,810,256</u>	<u>\$ 18,447</u>	<u>\$ 1,004,251</u>	<u>\$ 41,765</u>	<u>\$ 558,683</u>
 Total number of mutual fund shares	 <u>91,797,991</u>	 <u>940,194</u>	 <u>81,184,421</u>	 <u>4,098,650</u>	 <u>558,682,816</u>
 Cost of mutual fund shares	 <u>\$ 1,632,580</u>	 <u>\$ 17,293</u>	 <u>\$ 937,198</u>	 <u>\$ 42,688</u>	 <u>\$ 558,683</u>

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	<b>Voya Liquid Assets Portfolio - Service 2 Class</b>	<b>Voya Multi- Manager Large Cap Core Portfolio - Service Class</b>	<b>Voya Retirement Conservative Portfolio - Adviser Class</b>	<b>Voya Retirement Growth Portfolio - Adviser Class</b>	<b>Voya Retirement Moderate Growth Portfolio - Adviser Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 7,703	\$ 65,012	\$ 433,936	\$ 4,103,107	\$ 2,763,243
Total assets	7,703	65,012	433,936	4,103,107	2,763,243
Net assets	<u>\$ 7,703</u>	<u>\$ 65,012</u>	<u>\$ 433,936</u>	<u>\$ 4,103,107</u>	<u>\$ 2,763,243</u>
 Total number of mutual fund shares	 <u>7,703,491</u>	 <u>4,156,776</u>	 <u>46,360,701</u>	 <u>301,034,991</u>	 <u>204,079,991</u>
 Cost of mutual fund shares	 <u>\$ 7,703</u>	 <u>\$ 51,396</u>	 <u>\$ 429,315</u>	 <u>\$ 2,841,790</u>	 <u>\$ 1,994,129</u>

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	<b>Voya Retirement Moderate Portfolio - Adviser Class</b>	<b>Voya U.S. Bond Index Portfolio - Class S</b>	<b>VY® BlackRock Inflation Protected Bond Portfolio - Service Class</b>	<b>VY® Clarion Global Real Estate Portfolio - Service Class</b>	<b>VY® Clarion Global Real Estate Portfolio - Service 2 Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 1,486,439	\$ 226,662	\$ 234,867	\$ 114,698	\$ 1,505
Total assets	<u>1,486,439</u>	<u>226,662</u>	<u>234,867</u>	<u>114,698</u>	<u>1,505</u>
Net assets	<u>\$ 1,486,439</u>	<u>\$ 226,662</u>	<u>\$ 234,867</u>	<u>\$ 114,698</u>	<u>\$ 1,505</u>
 Total number of mutual fund shares	 <u>117,227,071</u>	 <u>21,124,166</u>	 <u>24,774,969</u>	 <u>9,340,266</u>	 <u>121,956</u>
 Cost of mutual fund shares	 <u>\$ 1,179,515</u>	 <u>\$ 227,877</u>	 <u>\$ 263,533</u>	 <u>\$ 77,086</u>	 <u>\$ 1,016</u>

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	<b>VY® Clarion Real Estate Portfolio - Service Class</b>	<b>VY® Clarion Real Estate Portfolio - Service 2 Class</b>	<b>VY® DFA World Equity Portfolio - Service Class</b>	<b>VY® FMR Diversified Mid Cap Portfolio - Service Class</b>	<b>VY® FMR Diversified Mid Cap Portfolio - Service 2 Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 250,745	\$ 19,323	\$ 172,930	\$ 619,013	\$ 31,292
Total assets	250,745	19,323	172,930	619,013	31,292
Net assets	<u>\$ 250,745</u>	<u>\$ 19,323</u>	<u>\$ 172,930</u>	<u>\$ 619,013</u>	<u>\$ 31,292</u>
 Total number of mutual fund shares	 <u>7,151,873</u>	 <u>554,456</u>	 <u>16,012,016</u>	 <u>33,532,676</u>	 <u>1,709,013</u>
 Cost of mutual fund shares	 <u>\$ 131,435</u>	 <u>\$ 10,587</u>	 <u>\$ 127,930</u>	 <u>\$ 477,949</u>	 <u>\$ 24,779</u>

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	<b>VY® Franklin Income Portfolio - Service Class</b>	<b>VY® Franklin Income Portfolio - Service 2 Class</b>	<b>VY® Franklin Mutual Shares Portfolio - Service Class</b>	<b>VY® Franklin Templeton Founding Strategy Portfolio - Service Class</b>	<b>VY® Invesco Growth and Income Portfolio - Service Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 522,208	\$ 10,974	\$ 198,021	\$ 865,054	\$ 428,723
Total assets	522,208	10,974	198,021	865,054	428,723
Net assets	<u>\$ 522,208</u>	<u>\$ 10,974</u>	<u>\$ 198,021</u>	<u>\$ 865,054</u>	<u>\$ 428,723</u>
 Total number of mutual fund shares	 <u>45,969,036</u>	 <u>969,440</u>	 <u>17,085,544</u>	 <u>78,784,479</u>	 <u>13,469,148</u>
 Cost of mutual fund shares	 <u>\$ 440,508</u>	 <u>\$ 10,051</u>	 <u>\$ 129,457</u>	 <u>\$ 652,975</u>	 <u>\$ 301,480</u>

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	<b>VY® Invesco Growth and Income Portfolio - Service 2 Class</b>	<b>VY® JPMorgan Emerging Markets Equity Portfolio - Service Class</b>	<b>VY® JPMorgan Emerging Markets Equity Portfolio - Service 2 Class</b>	<b>VY® JPMorgan Small Cap Core Equity Portfolio - Service Class</b>	<b>VY® JPMorgan Small Cap Core Equity Portfolio - Service 2 Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 44,565	\$ 425,807	\$ 18,782	\$ 294,822	\$ 34,126
Total assets	44,565	425,807	18,782	294,822	34,126
Net assets	<u>\$ 44,565</u>	<u>\$ 425,807</u>	<u>\$ 18,782</u>	<u>\$ 294,822</u>	<u>\$ 34,126</u>
 Total number of mutual fund shares	 <u>1,408,956</u>	 <u>24,641,591</u>	 <u>1,099,021</u>	 <u>14,388,578</u>	 <u>1,679,450</u>
 Cost of mutual fund shares	 <u>\$ 33,344</u>	 <u>\$ 440,494</u>	 <u>\$ 21,373</u>	 <u>\$ 228,119</u>	 <u>\$ 22,929</u>

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	<b>VY® Morgan Stanley Global Franchise Portfolio - Service Class</b>	<b>VY® Morgan Stanley Global Franchise Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price Capital Appreciation Portfolio - Service Class</b>	<b>VY® T. Rowe Price Capital Appreciation Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price Equity Income Portfolio - Service Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 329,736	\$ 53,341	\$ 2,815,358	\$ 78,024	\$ 671,155
Total assets	329,736	53,341	2,815,358	78,024	671,155
Net assets	<u>\$ 329,736</u>	<u>\$ 53,341</u>	<u>\$ 2,815,358</u>	<u>\$ 78,024</u>	<u>\$ 671,155</u>
 Total number of mutual fund shares	 <u>19,137,300</u>	 <u>3,115,717</u>	 <u>97,721,567</u>	 <u>2,722,412</u>	 <u>40,700,704</u>
 Cost of mutual fund shares	 <u>\$ 286,957</u>	 <u>\$ 44,298</u>	 <u>\$ 2,267,096</u>	 <u>\$ 63,874</u>	 <u>\$ 482,288</u>

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	<b>VY® T. Rowe Price Equity Income Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price International Stock Portfolio - Service Class</b>	<b>VY® Templeton Global Growth Portfolio - Service Class</b>	<b>VY® Templeton Global Growth Portfolio - Service 2 Class</b>	<b>Voya Diversified International Fund - Class R</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 24,490	\$ 160,492	\$ 243,688	\$ 4,879	\$ 79
Total assets	24,490	160,492	243,688	4,879	79
Net assets	<u>\$ 24,490</u>	<u>\$ 160,492</u>	<u>\$ 243,688</u>	<u>\$ 4,879</u>	<u>\$ 79</u>
 Total number of mutual fund shares	 <u>1,497,859</u>	 <u>12,402,802</u>	 <u>15,762,459</u>	 <u>318,026</u>	 <u>8,340</u>
 Cost of mutual fund shares	 <u>\$ 19,000</u>	 <u>\$ 146,342</u>	 <u>\$ 195,038</u>	 <u>\$ 4,031</u>	 <u>\$ 84</u>

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	<b>Voya Aggregate Bond Portfolio - Service Class</b>	<b>Voya Global Bond Portfolio - Service Class</b>	<b>Voya Solution 2015 Portfolio - Service Class</b>	<b>Voya Solution 2025 Portfolio - Service Class</b>	<b>Voya Solution 2035 Portfolio - Service Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 3,889	\$ 5,526	\$ 13,183	\$ 18,263	\$ 9,463
Total assets	3,889	5,526	13,183	18,263	9,463
Net assets	<u>\$ 3,889</u>	<u>\$ 5,526</u>	<u>\$ 13,183</u>	<u>\$ 18,263</u>	<u>\$ 9,463</u>
 Total number of mutual fund shares	 <u>328,177</u>	 <u>529,286</u>	 <u>1,074,444</u>	 <u>1,404,844</u>	 <u>706,685</u>
 Cost of mutual fund shares	 <u>\$ 3,703</u>	 <u>\$ 6,034</u>	 <u>\$ 10,544</u>	 <u>\$ 13,261</u>	 <u>\$ 7,166</u>

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	<b>Voya Solution 2045 Portfolio - Service Class</b>	<b>Voya Solution Income Portfolio - Service Class</b>	<b>VY® American Century Small-Mid Cap Value Portfolio - Service Class</b>	<b>VY® Baron Growth Portfolio - Service Class</b>	<b>VY® Columbia Contrarian Core Portfolio - Service Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 989	\$ 5,899	\$ 2,219	\$ 423,203	\$ 298,555
Total assets	989	5,899	2,219	423,203	298,555
Net assets	<u>\$ 989</u>	<u>\$ 5,899</u>	<u>\$ 2,219</u>	<u>\$ 423,203</u>	<u>\$ 298,555</u>
 Total number of mutual fund shares	 <u>71,899</u>	 <u>501,645</u>	 <u>155,711</u>	 <u>13,482,108</u>	 <u>12,210,849</u>
 Cost of mutual fund shares	 <u>\$ 731</u>	 <u>\$ 5,151</u>	 <u>\$ 1,942</u>	 <u>\$ 286,357</u>	 <u>\$ 205,241</u>

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	<b>VY® Columbia Small Cap Value II Portfolio - Service Class</b>	<b>VY® Invesco Comstock Portfolio - Service Class</b>	<b>VY® Invesco Equity and Income Portfolio - Initial Class</b>	<b>VY® Invesco Equity and Income Portfolio - Service Class</b>	<b>VY® Invesco Equity and Income Portfolio - Service 2 Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 130,648	\$ 274,735	\$ 1,668	\$ 798,096	\$ 505,717
Total assets	130,648	274,735	1,668	798,096	505,717
Net assets	<u>\$ 130,648</u>	<u>\$ 274,735</u>	<u>\$ 1,668</u>	<u>\$ 798,096</u>	<u>\$ 505,717</u>
 Total number of mutual fund shares	 <u>7,879,877</u>	 <u>16,620,411</u>	 <u>35,546</u>	 <u>17,130,206</u>	 <u>10,986,678</u>
 Cost of mutual fund shares	 <u>\$ 56,697</u>	 <u>\$ 199,860</u>	 <u>\$ 1,209</u>	 <u>\$ 772,904</u>	 <u>\$ 489,882</u>

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	<b>VY® JPMorgan Mid Cap Value Portfolio - Service Class</b>	<b>VY® Oppenheimer Global Portfolio - Initial Class</b>	<b>VY® Oppenheimer Global Portfolio - Service Class</b>	<b>VY® T. Rowe Price Diversified Mid Cap Growth Portfolio - Service Class</b>	<b>VY® T. Rowe Price Growth Equity Portfolio - Service Class</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 197,781	\$ 4,222	\$ 144,433	\$ 8,177	\$ 245,087
Total assets	<u>197,781</u>	<u>4,222</u>	<u>144,433</u>	<u>8,177</u>	<u>245,087</u>
Net assets	<u>\$ 197,781</u>	<u>\$ 4,222</u>	<u>\$ 144,433</u>	<u>\$ 8,177</u>	<u>\$ 245,087</u>
 Total number of mutual fund shares	 <u>8,712,812</u>	 <u>224,081</u>	 <u>7,901,148</u>	 <u>688,858</u>	 <u>2,774,670</u>
 Cost of mutual fund shares	 <u>\$ 150,077</u>	 <u>\$ 3,154</u>	 <u>\$ 108,107</u>	 <u>\$ 5,159</u>	 <u>\$ 204,835</u>

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	<b>VY® Templeton Foreign Equity Portfolio - Service Class</b>	<b>Voya Strategic Allocation Conservative Portfolio - Class S</b>	<b>Voya Strategic Allocation Growth Portfolio - Class S</b>	<b>Voya Strategic Allocation Moderate Portfolio - Class S</b>	<b>Voya Growth and Income Portfolio - Class A</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 548,594	\$ 2,167	\$ 669	\$ 1,189	\$ 1,250,813
Total assets	548,594	2,167	669	1,189	1,250,813
Net assets	<u>\$ 548,594</u>	<u>\$ 2,167</u>	<u>\$ 669</u>	<u>\$ 1,189</u>	<u>\$ 1,250,813</u>
 Total number of mutual fund shares	 <u>45,907,450</u>	 <u>172,947</u>	 <u>48,893</u>	 <u>90,977</u>	 <u>41,308,210</u>
 Cost of mutual fund shares	 <u>\$ 455,849</u>	 <u>\$ 1,868</u>	 <u>\$ 540</u>	 <u>\$ 957</u>	 <u>\$ 969,320</u>

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	<b>Voya Growth and Income Portfolio - Class I</b>	<b>Voya Growth and Income Portfolio - Class S</b>	<b>Voya Euro STOXX 50® Index Portfolio - Class A</b>	<b>Voya FTSE 100® Index Portfolio - Class A</b>	<b>Voya Global Value Advantage Portfolio - Class S</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 852	\$ 706,996	\$ 26,452	\$ 5,743	\$ 164,912
Total assets	852	706,996	26,452	5,743	164,912
Net assets	<u>\$ 852</u>	<u>\$ 706,996</u>	<u>\$ 26,452</u>	<u>\$ 5,743</u>	<u>\$ 164,912</u>
 Total number of mutual fund shares	 <u>27,818</u>	 <u>23,325,497</u>	 <u>2,545,898</u>	 <u>508,678</u>	 <u>17,925,228</u>
 Cost of mutual fund shares	 <u>\$ 755</u>	 <u>\$ 528,499</u>	 <u>\$ 29,512</u>	 <u>\$ 6,452</u>	 <u>\$ 129,943</u>

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	<b>Voya Hang Seng Index Portfolio - Class S</b>	<b>Voya Index Plus LargeCap Portfolio - Class S</b>	<b>Voya Index Plus MidCap Portfolio - Class S</b>	<b>Voya Index Plus SmallCap Portfolio - Class S</b>	<b>Voya International Index Portfolio - Class A</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 33,527	\$ 123,551	\$ 112,860	\$ 86,929	\$ 882,816
Total assets	33,527	123,551	112,860	86,929	882,816
Net assets	<u>\$ 33,527</u>	<u>\$ 123,551</u>	<u>\$ 112,860</u>	<u>\$ 86,929</u>	<u>\$ 882,816</u>
 Total number of mutual fund shares	 <u>2,344,575</u>	 <u>5,542,880</u>	 <u>4,646,372</u>	 <u>3,836,214</u>	 <u>96,062,672</u>
 Cost of mutual fund shares	 <u>\$ 33,444</u>	 <u>\$ 82,143</u>	 <u>\$ 74,991</u>	 <u>\$ 55,341</u>	 <u>\$ 924,555</u>

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	<b>Voya International Index Portfolio - Class S</b>	<b>Voya Japan TOPIX® Index Portfolio - Class A</b>	<b>Voya Russell™ Large Cap Growth Index Portfolio - Class S</b>	<b>Voya Russell™ Large Cap Index Portfolio - Class S</b>	<b>Voya Russell™ Large Cap Value Index Portfolio - Class S</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 44,815	\$ 9,380	\$ 229,161	\$ 434,879	\$ 115,903
Total assets	44,815	9,380	229,161	434,879	115,903
Net assets	<u>\$ 44,815</u>	<u>\$ 9,380</u>	<u>\$ 229,161</u>	<u>\$ 434,879</u>	<u>\$ 115,903</u>
 Total number of mutual fund shares	 <u>4,818,847</u>	 <u>950,315</u>	 <u>9,457,737</u>	 <u>27,489,188</u>	 <u>5,815,526</u>
 Cost of mutual fund shares	 <u>\$ 42,159</u>	 <u>\$ 10,078</u>	 <u>\$ 177,856</u>	 <u>\$ 303,336</u>	 <u>\$ 97,539</u>

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	<b>Voya Russell™ Mid Cap Growth Index Portfolio - Class S</b>	<b>Voya Russell™ Mid Cap Index Portfolio - Class S</b>	<b>Voya Russell™ Small Cap Index Portfolio - Class S</b>	<b>Voya Small Company Portfolio - Class S</b>	<b>Voya International Value Portfolio - Class S</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 278,933	\$ 226,480	\$ 205,770	\$ 94,403	\$ 6,084
Total assets	278,933	226,480	205,770	94,403	6,084
Net assets	<u>\$ 278,933</u>	<u>\$ 226,480</u>	<u>\$ 205,770</u>	<u>\$ 94,403</u>	<u>\$ 6,084</u>
 Total number of mutual fund shares	 <u>10,258,646</u>	 <u>13,221,238</u>	 <u>12,569,947</u>	 <u>4,133,221</u>	 <u>670,800</u>
 Cost of mutual fund shares	 <u>\$ 161,683</u>	 <u>\$ 188,044</u>	 <u>\$ 178,426</u>	 <u>\$ 83,483</u>	 <u>\$ 5,745</u>

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	<b>Voya MidCap Opportunities Portfolio - Class S</b>	<b>Voya SmallCap Opportunities Portfolio - Class S</b>	<b>Wells Fargo Advantage VT Omega Growth Fund - Class 2</b>	<b>Wells Fargo Advantage VT Index Asset Allocation Fund - Class 2</b>	<b>Wells Fargo Advantage VT Intrinsic Value Fund - Class 2</b>
<b>Assets</b>					
Investments in mutual funds					
at fair value	\$ 489,948	\$ 56,360	\$ 1,131	\$ 1,373	\$ 693
Total assets	489,948	56,360	1,131	1,373	693
Net assets	<u>\$ 489,948</u>	<u>\$ 56,360</u>	<u>\$ 1,131</u>	<u>\$ 1,373</u>	<u>\$ 693</u>
 Total number of mutual fund shares	 <u>33,420,736</u>	 <u>2,102,990</u>	 <u>42,071</u>	 <u>74,525</u>	 <u>33,563</u>
 Cost of mutual fund shares	 <u>\$ 435,515</u>	 <u>\$ 42,052</u>	 <u>\$ 920</u>	 <u>\$ 931</u>	 <u>\$ 392</u>

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
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	<b>Wells Fargo Advantage VT Small Cap Growth Fund - Class 2</b>	<b>Wells Fargo Advantage VT Total Return Bond Fund</b>
<b>Assets</b>		
Investments in mutual funds		
at fair value	\$ 229	\$ 541
Total assets	229	541
Net assets	\$ 229	\$ 541
Total number of mutual fund shares	22,961	51,499
Cost of mutual fund shares	\$ 155	\$ 527

*The accompanying notes are an integral part of these financial statements.*

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	<b>Invesco V.I. American Franchise Fund - Series I Shares</b>	<b>BlackRock Global Allocation V.I. Fund - Class III Shares</b>	<b>Columbia Asset Allocation Fund, Variable Series - Class A Shares</b>	<b>Columbia Small Cap Value Fund, Variable Series - Class B Shares</b>	<b>Columbia Small Company Growth Fund, Variable Series - Class A Shares</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 7	\$ 22,801	\$ 8	\$ 619	\$ —
Expenses:					
Mortality, expense risk and other charges	306	18,545	5	2,394	—
Total expenses	306	18,545	5	2,394	—
Net investment income (loss)	(299)	4,256	3	(1,775)	—
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	1,368	27,850	—	(489)	—
Capital gains distributions	—	88,465	7	16,320	1
Total realized gain (loss) on investments and capital gains distributions	1,368	116,315	7	15,831	1
Net unrealized appreciation (depreciation) of investments	9	(118,210)	16	(12,581)	(2)
Net realized and unrealized gain (loss) on investments	1,377	(1,895)	23	3,250	(1)
Net increase (decrease) in net assets resulting from operations	\$ 1,078	\$ 2,361	\$ 26	\$ 1,475	\$ (1)

*The accompanying notes are an integral part of these financial statements.*

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	<b>Columbia VP Large Cap Growth Fund - Class 1</b>	<b>Fidelity® VIP Equity-Income Portfolio - Service Class 2</b>	<b>Franklin Small Cap Value VIP Fund - Class 2</b>	<b>ClearBridge Variable Large Cap Value Portfolio - Class I</b>	<b>Western Asset Variable High Income Portfolio</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ —	\$ 3,995	\$ 75	\$ 2	\$ 5
Expenses:					
Mortality, expense risk and other charges	5	2,746	131	1	1
Total expenses	5	2,746	131	1	1
Net investment income (loss)	(5)	1,249	(56)	1	4
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	5	(2,850)	1,012	1	1
Capital gains distributions	—	2,207	904	7	—
Total realized gain (loss) on investments and capital gains distributions	5	(643)	1,916	8	1
Net unrealized appreciation (depreciation) of investments	41	10,012	(1,942)	1	(6)
Net realized and unrealized gain (loss) on investments	46	9,369	(26)	9	(5)
Net increase (decrease) in net assets resulting from operations	\$ 41	\$ 10,618	\$ (82)	\$ 10	\$ (1)

*The accompanying notes are an integral part of these financial statements.*

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	<b>Oppenheimer Main Street Small Cap Fund®/VA - Service Shares</b>	<b>PIMCO Real Return Portfolio - Administrative Class</b>	<b>Pioneer Equity Income VCT Portfolio - Class II</b>	<b>ProFund VP Bull</b>	<b>ProFund VP Europe 30</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 13	\$ 111	\$ 392	\$ —	\$ 69
Expenses:					
Mortality, expense risk and other charges	21	80	153	196	99
Total expenses	21	80	153	196	99
Net investment income (loss)	(8)	31	239	(196)	(30)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	267	(48)	462	673	(411)
Capital gains distributions	292	—	—	263	—
Total realized gain (loss) on investments and capital gains distributions	559	(48)	462	936	(411)
Net unrealized appreciation (depreciation) of investments	(335)	213	909	219	(93)
Net realized and unrealized gain (loss) on investments	224	165	1,371	1,155	(504)
Net increase (decrease) in net assets resulting from operations	\$ 216	\$ 196	\$ 1,610	\$ 959	\$ (534)

*The accompanying notes are an integral part of these financial statements.*

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	<b>ProFund VP Rising Rates Opportunity</b>	<b>Voya Balanced Portfolio - Class S</b>	<b>Voya Intermediate Bond Portfolio - Class S</b>	<b>ING American Funds Asset Allocation Portfolio</b>	<b>ING American Funds Global Growth and Income Portfolio</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ —	\$ 64	\$ 103,437	\$ 4,613	\$ 655
Expenses:					
Mortality, expense risk and other charges	75	52	50,547	1,699	40
Total expenses	75	52	50,547	1,699	40
Net investment income (loss)	(75)	12	52,890	2,914	615
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	(1,718)	99	61,410	(17,827)	(500)
Capital gains distributions	—	—	—	189,655	3,072
Total realized gain (loss) on investments and capital gains distributions	(1,718)	99	61,410	171,828	2,572
Net unrealized appreciation (depreciation) of investments	185	98	6,506	(180,834)	(3,787)
Net realized and unrealized gain (loss) on investments	(1,533)	197	67,916	(9,006)	(1,215)
Net increase (decrease) in net assets resulting from operations	<u>\$ (1,608)</u>	<u>\$ 209</u>	<u>\$ 120,806</u>	<u>\$ (6,092)</u>	<u>\$ (600)</u>

*The accompanying notes are an integral part of these financial statements.*

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	<b>ING American Funds International Growth and Income Portfolio</b>	<b>ING American Funds International Portfolio</b>	<b>ING American Funds World Allocation Portfolio</b>	<b>ING Bond Portfolio</b>	<b>ING Total Return Bond Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	416	8,384	2,787	15,520	70,861
Expenses:					
Mortality, expense risk and other charges	31	3,644	660	1,277	8,164
Total expenses	31	3,644	660	1,277	8,164
Net investment income (loss)	385	4,740	2,127	14,243	62,697
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	16	71,660	(22,258)	(37,079)	(204,125)
Capital gains distributions	1,392	14,336	32,301	—	53,940
Total realized gain (loss) on investments and capital gains distributions	1,408	85,996	10,043	(37,079)	(150,185)
Net unrealized appreciation (depreciation) of investments	(2,385)	(136,296)	(13,537)	30,595	111,071
Net realized and unrealized gain (loss) on investments	(977)	(50,300)	(3,494)	(6,484)	(39,114)
Net increase (decrease) in net assets resulting from operations	\$ (592)	\$ (45,560)	\$ (1,367)	\$ 7,759	\$ 23,583

*The accompanying notes are an integral part of these financial statements.*

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	<b>ING Total Return Bond Portfolio - Service 2 Class</b>	<b>Voya Global Perspectives Portfolio - Class A</b>	<b>Voya Global Resources Portfolio - Adviser Class</b>	<b>Voya Global Resources Portfolio - Service Class</b>	<b>Voya Global Resources Portfolio - Service 2 Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 1,536	\$ 43	\$ 689	\$ 3,605	\$ 156
Expenses:					
Mortality, expense risk and other charges	201	2,877	1,496	6,337	343
Total expenses	201	2,877	1,496	6,337	343
Net investment income (loss)	1,335	(2,834)	(807)	(2,732)	(187)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	(3,903)	1,373	551	(6,987)	(243)
Capital gains distributions	1,248	31	—	—	—
Total realized gain (loss) on investments and capital gains distributions	(2,655)	1,404	551	(6,987)	(243)
Net unrealized appreciation (depreciation) of investments	1,889	6,242	(14,271)	(30,344)	(1,634)
Net realized and unrealized gain (loss) on investments	(766)	7,646	(13,720)	(37,331)	(1,877)
Net increase (decrease) in net assets resulting from operations	\$ 569	\$ 4,812	\$ (14,527)	\$ (40,063)	\$ (2,064)

*The accompanying notes are an integral part of these financial statements.*

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	<b>Voya High Yield Portfolio - Service Class</b>	<b>Voya Large Cap Growth Portfolio - Adviser Class</b>	<b>Voya Large Cap Growth Portfolio - Institutional Class</b>	<b>Voya Large Cap Growth Portfolio - Service Class</b>	<b>Voya Large Cap Growth Portfolio - Service 2 Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 30,861	\$ 1,504	\$ —	\$ 3,103	\$ 2
Expenses:					
Mortality, expense risk and other charges	8,989	35,900	—	23,143	162
Total expenses	8,989	35,900	—	23,143	162
Net investment income (loss)	21,872	(34,396)	—	(20,040)	(160)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	7,566	100,577	—	64,660	431
Capital gains distributions	—	156,988	—	68,107	71
Total realized gain (loss) on investments and capital gains distributions	7,566	257,565	—	132,767	502
Net unrealized appreciation (depreciation) of investments	(31,137)	(5,419)	6	39,413	742
Net realized and unrealized gain (loss) on investments	(23,571)	252,146	6	172,180	1,244
Net increase (decrease) in net assets resulting from operations	\$ (1,699)	\$ 217,750	\$ 6	\$ 152,140	\$ 1,084

*The accompanying notes are an integral part of these financial statements.*

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	<b>Voya Large Cap Value Portfolio - Service Class</b>	<b>Voya Limited Maturity Bond Portfolio - Service Class</b>	<b>Voya Liquid Assets Portfolio - Service Class</b>	<b>Voya Liquid Assets Portfolio - Service 2 Class</b>	<b>Voya Multi- Manager Large Cap Core Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 16,297	\$ 312	\$ —	\$ —	\$ 618
Expenses:					
Mortality, expense risk and other charges	13,496	755	10,700	185	930
Total expenses	13,496	755	10,700	185	930
Net investment income (loss)	2,801	(443)	(10,700)	(185)	(312)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	25,922	(386)	—	—	2,674
Capital gains distributions	10,097	—	81	1	3,794
Total realized gain (loss) on investments and capital gains distributions	36,019	(386)	81	1	6,468
Net unrealized appreciation (depreciation) of investments	9,674	406	—	—	451
Net realized and unrealized gain (loss) on investments	45,693	20	81	1	6,919
Net increase (decrease) in net assets resulting from operations	<u>\$ 48,494</u>	<u>\$ (423)</u>	<u>\$ (10,619)</u>	<u>\$ (184)</u>	<u>\$ 6,607</u>

*The accompanying notes are an integral part of these financial statements.*

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	<b>Voya Retirement Conservative Portfolio - Adviser Class</b>	<b>Voya Retirement Growth Portfolio - Adviser Class</b>	<b>Voya Retirement Moderate Growth Portfolio - Adviser Class</b>	<b>Voya Retirement Moderate Portfolio - Adviser Class</b>	<b>Voya U.S. Bond Index Portfolio - Class S</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 13,945	\$ 71,217	\$ 47,272	\$ 45,703	\$ 3,647
Expenses:					
Mortality, expense risk and other charges	8,033	76,133	50,600	27,220	3,584
Total expenses	8,033	76,133	50,600	27,220	3,584
Net investment income (loss)	5,912	(4,916)	(3,328)	18,483	63
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	9,366	205,178	118,840	56,854	(1,660)
Capital gains distributions	16,646	—	—	—	—
Total realized gain (loss) on investments and capital gains distributions	26,012	205,178	118,840	56,854	(1,660)
Net unrealized appreciation (depreciation) of investments	(13,060)	(47,806)	(4,169)	(20,872)	8,776
Net realized and unrealized gain (loss) on investments	12,952	157,372	114,671	35,982	7,116
Net increase (decrease) in net assets resulting from operations	\$ 18,864	\$ 152,456	\$ 111,343	\$ 54,465	\$ 7,179

*The accompanying notes are an integral part of these financial statements.*

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	<b>VY® BlackRock Health Sciences Opportunities Portfolio - Service Class</b>	<b>VY® BlackRock Inflation Protected Bond Portfolio - Service Class</b>	<b>VY® BlackRock Large Cap Growth Portfolio - Institutional Class</b>	<b>VY® BlackRock Large Cap Growth Portfolio - Service Class</b>	<b>VY® Clarion Global Real Estate Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 1,270	\$ 3,519	\$ 1	\$ 1,223	\$ 1,293
Expenses:					
Mortality, expense risk and other charges	3,430	4,613	—	1,625	1,996
Total expenses	3,430	4,613	—	1,625	1,996
Net investment income (loss)	(2,160)	(1,094)	1	(402)	(703)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	6,098	(11,949)	9	24,126	1,538
Capital gains distributions	131,871	—	15	33,153	—
Total realized gain (loss) on investments and capital gains distributions	137,969	(11,949)	24	57,279	1,538
Net unrealized appreciation (depreciation) of investments	(103,996)	15,700	(20)	(47,689)	12,590
Net realized and unrealized gain (loss) on investments	33,973	3,751	4	9,590	14,128
Net increase (decrease) in net assets resulting from operations	\$ 31,813	\$ 2,657	\$ 5	\$ 9,188	\$ 13,425

*The accompanying notes are an integral part of these financial statements.*

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	<b>VY® Clarion Global Real Estate Portfolio - Service 2 Class</b>	<b>VY® Clarion Real Estate Portfolio - Service Class</b>	<b>VY® Clarion Real Estate Portfolio - Service 2 Class</b>	<b>VY® DFA World Equity Portfolio - Service Class</b>	<b>VY® FMR Diversified Mid Cap Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 16	\$ 3,427	\$ 236	\$ 2,813	\$ 1,482
Expenses:					
Mortality, expense risk and other charges	31	4,462	354	3,040	11,192
Total expenses	31	4,462	354	3,040	11,192
Net investment income (loss)	(15)	(1,035)	(118)	(227)	(9,710)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	8	12,952	(182)	11,023	27,944
Capital gains distributions	—	—	—	—	104,698
Total realized gain (loss) on investments and capital gains distributions	8	12,952	(182)	11,023	132,642
Net unrealized appreciation (depreciation) of investments	191	50,472	5,038	(11,274)	(97,091)
Net realized and unrealized gain (loss) on investments	199	63,424	4,856	(251)	35,551
Net increase (decrease) in net assets resulting from operations	\$ 184	\$ 62,389	\$ 4,738	\$ (478)	\$ 25,841

*The accompanying notes are an integral part of these financial statements.*

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	<b>VY® FMR Diversified Mid Cap Portfolio - Service 2 Class</b>	<b>VY® Franklin Income Portfolio - Service Class</b>	<b>VY® Franklin Income Portfolio - Service 2 Class</b>	<b>VY® Franklin Mutual Shares Portfolio - Service Class</b>	<b>VY® Franklin Templeton Founding Strategy Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 59	\$ 20,811	\$ 410	\$ 2,047	\$ 20,751
Expenses:					
Mortality, expense risk and other charges	602	9,536	202	3,493	15,483
Total expenses	602	9,536	202	3,493	15,483
Net investment income (loss)	(543)	11,275	208	(1,446)	5,268
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	2,105	7,508	471	5,738	17,558
Capital gains distributions	5,489	—	—	—	—
Total realized gain (loss) on investments and capital gains distributions	7,594	7,508	471	5,738	17,558
Net unrealized appreciation (depreciation) of investments	(5,811)	(2,344)	(388)	6,645	(8,861)
Net realized and unrealized gain (loss) on investments	1,783	5,164	83	12,383	8,697
Net increase (decrease) in net assets resulting from operations	\$ 1,240	\$ 16,439	\$ 291	\$ 10,937	\$ 13,965

*The accompanying notes are an integral part of these financial statements.*

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	<b>VY® Invesco Growth and Income Portfolio - Service Class</b>	<b>VY® Invesco Growth and Income Portfolio - Service 2 Class</b>	<b>VY® JPMorgan Emerging Markets Equity Portfolio - Service Class</b>	<b>VY® JPMorgan Emerging Markets Equity Portfolio - Service 2 Class</b>	<b>VY® JPMorgan Small Cap Core Equity Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 5,132	\$ 465	\$ 4,372	\$ 163	\$ 1,087
Expenses:					
Mortality, expense risk and other charges	7,543	862	8,257	385	5,401
Total expenses	7,543	862	8,257	385	5,401
Net investment income (loss)	(2,411)	(397)	(3,885)	(222)	(4,314)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	11,566	1,302	(7,170)	538	38,310
Capital gains distributions	27,942	2,975	45,979	2,027	24,670
Total realized gain (loss) on investments and capital gains distributions	39,508	4,277	38,809	2,565	62,980
Net unrealized appreciation (depreciation) of investments	(2,380)	(304)	(40,096)	(2,391)	(41,346)
Net realized and unrealized gain (loss) on investments	37,128	3,973	(1,287)	174	21,634
Net increase (decrease) in net assets resulting from operations	\$ 34,717	\$ 3,576	\$ (5,172)	\$ (48)	\$ 17,320

*The accompanying notes are an integral part of these financial statements.*

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	<b>VY® JPMorgan Small Cap Core Equity Portfolio - Service 2 Class</b>	<b>VY® Marsico Growth Portfolio - Service Class</b>	<b>VY® Marsico Growth Portfolio - Service 2 Class</b>	<b>VY® MFS Total Return Portfolio - Service Class</b>	<b>VY® MFS Total Return Portfolio - Service 2 Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 66	\$ —	\$ —	\$ 19,023	\$ 852
Expenses:					
Mortality, expense risk and other charges	644	4,356	175	5,883	306
Total expenses	644	4,356	175	5,883	306
Net investment income (loss)	(578)	(4,356)	(175)	13,140	546
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	2,737	62,573	2,554	49,305	1,297
Capital gains distributions	2,861	132,425	5,302	80,818	3,923
Total realized gain (loss) on investments and capital gains distributions	5,598	194,998	7,856	130,123	5,220
Net unrealized appreciation (depreciation) of investments	(2,954)	(175,396)	(7,090)	(114,016)	(4,419)
Net realized and unrealized gain (loss) on investments	2,644	19,602	766	16,107	801
Net increase (decrease) in net assets resulting from operations	\$ 2,066	\$ 15,246	\$ 591	\$ 29,247	\$ 1,347

*The accompanying notes are an integral part of these financial statements.*

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	<b>VY® MFS Utilities Portfolio - Service Class</b>	<b>VY® Morgan Stanley Global Franchise Portfolio - Service Class</b>	<b>VY® Morgan Stanley Global Franchise Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price Capital Appreciation Portfolio - Service Class</b>	<b>VY® T. Rowe Price Capital Appreciation Portfolio - Service 2 Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 10,239	\$ 6,005	\$ 894	\$ 36,073	\$ 891
Expenses:					
Mortality, expense risk and other charges	4,672	6,278	1,056	48,463	1,435
Total expenses	4,672	6,278	1,056	48,463	1,435
Net investment income (loss)	5,567	(273)	(162)	(12,390)	(544)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	26,680	29,476	2,456	49,683	1,934
Capital gains distributions	145,661	27,112	4,437	237,160	6,679
Total realized gain (loss) on investments and capital gains distributions	172,341	56,588	6,893	286,843	8,613
Net unrealized appreciation (depreciation) of investments	(110,969)	(47,683)	(5,388)	482	(459)
Net realized and unrealized gain (loss) on investments	61,372	8,905	1,505	287,325	8,154
Net increase (decrease) in net assets resulting from operations	\$ 66,939	\$ 8,632	\$ 1,343	\$ 274,935	\$ 7,610

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>VY® T. Rowe Price Equity Income Portfolio - Service Class</b>	<b>VY® T. Rowe Price Equity Income Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price International Stock Portfolio - Service Class</b>	<b>VY® Templeton Global Growth Portfolio - Service Class</b>	<b>VY® Templeton Global Growth Portfolio - Service 2 Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 12,703	\$ 432	\$ 1,835	\$ 3,204	\$ 60
Expenses:					
Mortality, expense risk and other charges	12,071	455	2,676	4,766	102
Total expenses	12,071	455	2,676	4,766	102
Net investment income (loss)	632	(23)	(841)	(1,562)	(42)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	11,710	655	(4,290)	10,132	266
Capital gains distributions	49,779	1,788	—	—	—
Total realized gain (loss) on investments and capital gains distributions	61,489	2,443	(4,290)	10,132	266
Net unrealized appreciation (depreciation) of investments	(23,817)	(1,111)	(243)	(20,183)	(464)
Net realized and unrealized gain (loss) on investments	37,672	1,332	(4,533)	(10,051)	(198)
Net increase (decrease) in net assets resulting from operations	\$ 38,304	\$ 1,309	\$ (5,374)	\$ (11,613)	\$ (240)

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>Voya Diversified International Fund - Class R</b>	<b>Voya Aggregate Bond Portfolio - Service Class</b>	<b>Voya Global Bond Portfolio - Service Class</b>	<b>Voya Solution 2015 Portfolio - Service Class</b>	<b>Voya Solution 2025 Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 3	\$ 75	\$ 33	\$ 353	\$ 362
Expenses:					
Mortality, expense risk and other charges	1	41	61	147	188
Total expenses	1	41	61	147	188
Net investment income (loss)	2	34	(28)	206	174
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	(7)	52	84	142	111
Capital gains distributions	—	3	—	87	878
Total realized gain (loss) on investments and capital gains distributions	(7)	55	84	229	989
Net unrealized appreciation (depreciation) of investments	(2)	83	(73)	199	(377)
Net realized and unrealized gain (loss) on investments	(9)	138	11	428	612
Net increase (decrease) in net assets resulting from operations	\$ (7)	\$ 172	\$ (17)	\$ 634	\$ 786

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>Voya Solution 2035 Portfolio - Service Class</b>	<b>Voya Solution 2045 Portfolio - Service Class</b>	<b>Voya Solution Income Portfolio - Service Class</b>	<b>VY® American Century Small-Mid Cap Value Portfolio - Service Class</b>	<b>VY® Baron Growth Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 189	\$ 20	\$ 155	\$ 27	\$ 331
Expenses:					
Mortality, expense risk and other charges	102	13	62	21	7,735
Total expenses	102	13	62	21	7,735
Net investment income (loss)	87	7	93	6	(7,404)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	125	50	40	109	61,819
Capital gains distributions	786	123	—	313	6,848
Total realized gain (loss) on investments and capital gains distributions	911	173	40	422	68,667
Net unrealized appreciation (depreciation) of investments	(580)	(120)	145	(205)	(53,090)
Net realized and unrealized gain (loss) on investments	331	53	185	217	15,577
Net increase (decrease) in net assets resulting from operations	\$ 418	\$ 60	\$ 278	\$ 223	\$ 8,173

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>VY® Columbia Contrarian Core Portfolio - Service Class</b>	<b>VY® Columbia Small Cap Value II Portfolio - Service Class</b>	<b>VY® Invesco Comstock Portfolio - Service Class</b>	<b>VY® Invesco Equity and Income Portfolio - Initial Class</b>	<b>VY® Invesco Equity and Income Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 2,336	\$ 240	\$ 5,129	\$ 26	\$ 11,176
Expenses:					
Mortality, expense risk and other charges	5,198	2,384	4,795	13	8,603
Total expenses	5,198	2,384	4,795	13	8,603
Net investment income (loss)	(2,862)	(2,144)	334	13	2,573
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	14,579	8,997	33,541	48	36,017
Capital gains distributions	36,203	—	—	44	22,433
Total realized gain (loss) on investments and capital gains distributions	50,782	8,997	33,541	92	58,450
Net unrealized appreciation (depreciation) of investments	(16,834)	(3,651)	(14,387)	25	(39,068)
Net realized and unrealized gain (loss) on investments	33,948	5,346	19,154	117	19,382
Net increase (decrease) in net assets resulting from operations	\$ 31,086	\$ 3,202	\$ 19,488	\$ 130	\$ 21,955

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>VY® Invesco Equity and Income Portfolio - Service 2 Class</b>	<b>VY® JPMorgan Mid Cap Value Portfolio - Service Class</b>	<b>VY® Oppenheimer Global Portfolio - Initial Class</b>	<b>VY® Oppenheimer Global Portfolio - Service Class</b>	<b>VY® T. Rowe Price Diversified Mid Cap Growth Portfolio - Service Class</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 6,375	\$ 1,598	\$ 51	\$ 1,508	\$ 3
Expenses:					
Mortality, expense risk and other charges	6,865	3,759	52	2,650	87
Total expenses	6,865	3,759	52	2,650	87
Net investment income (loss)	(490)	(2,161)	(1)	(1,142)	(84)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	2,060	26,104	264	5,911	862
Capital gains distributions	13,825	12,537	59	2,170	564
Total realized gain (loss) on investments and capital gains distributions	15,885	38,641	323	8,081	1,426
Net unrealized appreciation (depreciation) of investments	15,835	(10,725)	(266)	(5,937)	(545)
Net realized and unrealized gain (loss) on investments	31,720	27,916	57	2,144	881
Net increase (decrease) in net assets resulting from operations	\$ 31,230	\$ 25,755	\$ 56	\$ 1,002	\$ 797

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>VY® T. Rowe Price Growth Equity Portfolio - Service Class</b>	<b>VY® Templeton Foreign Equity Portfolio - Service Class</b>	<b>Voya Strategic Allocation Conservative Portfolio - Class S</b>	<b>Voya Strategic Allocation Growth Portfolio - Class S</b>	<b>Voya Strategic Allocation Moderate Portfolio - Class S</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ —	\$ 13,705	\$ 58	\$ 11	\$ 27
Expenses:					
Mortality, expense risk and other charges	4,280	10,853	23	7	13
Total expenses	4,280	10,853	23	7	13
Net investment income (loss)	(4,280)	2,852	35	4	14
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	25,037	23,006	12	(2)	58
Capital gains distributions	16,739	—	—	—	—
Total realized gain (loss) on investments and capital gains distributions	41,776	23,006	12	(2)	58
Net unrealized appreciation (depreciation) of investments	(23,607)	(77,375)	77	27	(4)
Net realized and unrealized gain (loss) on investments	18,169	(54,369)	89	25	54
Net increase (decrease) in net assets resulting from operations	\$ 13,889	\$ (51,517)	\$ 124	\$ 29	\$ 68

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>Voya Growth and Income Portfolio - Class A</b>	<b>Voya Growth and Income Portfolio - Class I</b>	<b>Voya Growth and Income Portfolio - Class S</b>	<b>Voya GET U.S. Core Portfolio - Series 14</b>	<b>Voya Euro STOXX 50® Index Portfolio - Class A</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 19,058	\$ 17	\$ 12,168	\$ 617	\$ 943
Expenses:					
Mortality, expense risk and other charges	22,523	12	12,903	146	531
Total expenses	22,523	12	12,903	146	531
Net investment income (loss)	(3,465)	5	(735)	471	412
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	73,301	32	63,225	(1,540)	1,636
Capital gains distributions	138,754	93	78,191	—	—
Total realized gain (loss) on investments and capital gains distributions	212,055	125	141,416	(1,540)	1,636
Net unrealized appreciation (depreciation) of investments	(105,058)	(55)	(80,321)	886	(6,228)
Net realized and unrealized gain (loss) on investments	106,997	70	61,095	(654)	(4,592)
Net increase (decrease) in net assets resulting from operations	\$ 103,532	\$ 75	\$ 60,360	\$ (183)	\$ (4,180)

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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**For the Year Ended December 31, 2014**  
*(Dollars in thousands)*

	<b>Voya FTSE 100® Index Portfolio - Class A</b>	<b>Voya Global Value Advantage Portfolio - Class S</b>	<b>Voya Hang Seng Index Portfolio - Class S</b>	<b>Voya Index Plus LargeCap Portfolio - Class S</b>	<b>Voya Index Plus MidCap Portfolio - Class S</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 202	\$ 4,985	\$ 825	\$ 1,641	\$ 644
Expenses:					
Mortality, expense risk and other charges	106	2,933	641	1,997	1,966
Total expenses	106	2,933	641	1,997	1,966
Net investment income (loss)	96	2,052	184	(356)	(1,322)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	(14)	9,130	1,556	6,042	3,774
Capital gains distributions	449	—	—	—	5,070
Total realized gain (loss) on investments and capital gains distributions	435	9,130	1,556	6,042	8,844
Net unrealized appreciation (depreciation) of investments	(1,112)	(5,869)	(1,602)	8,333	921
Net realized and unrealized gain (loss) on investments	(677)	3,261	(46)	14,375	9,765
Net increase (decrease) in net assets resulting from operations	<u>\$ (581)</u>	<u>\$ 5,313</u>	<u>\$ 138</u>	<u>\$ 14,019</u>	<u>\$ 8,443</u>

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>Voya Index Plus SmallCap Portfolio - Class S</b>	<b>Voya International Index Portfolio - Class A</b>	<b>Voya International Index Portfolio - Class S</b>	<b>Voya Japan TOPIX® Index Portfolio - Class A</b>	<b>Voya Russell™ Large Cap Growth Index Portfolio - Class S</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 380	\$ 8,334	\$ 371	\$ 115	\$ 2,027
Expenses:					
Mortality, expense risk and other charges	1,555	13,574	985	212	3,485
Total expenses	1,555	13,574	985	212	3,485
Net investment income (loss)	(1,175)	(5,240)	(614)	(97)	(1,458)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	3,845	2,326	3,500	(563)	24,144
Capital gains distributions	—	—	—	845	—
Total realized gain (loss) on investments and capital gains distributions	3,845	2,326	3,500	282	24,144
Net unrealized appreciation (depreciation) of investments	79	(41,739)	(6,566)	(1,203)	(2,031)
Net realized and unrealized gain (loss) on investments	3,924	(39,413)	(3,066)	(921)	22,113
Net increase (decrease) in net assets resulting from operations	\$ 2,749	\$ (44,653)	\$ (3,680)	\$ (1,018)	\$ 20,655

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>Voya Russell™ Large Cap Index Portfolio - Class S</b>	<b>Voya Russell™ Large Cap Value Index Portfolio - Class S</b>	<b>Voya Russell™ Mid Cap Growth Index Portfolio - Class S</b>	<b>Voya Russell™ Mid Cap Index Portfolio - Class S</b>	<b>Voya Russell™ Small Cap Index Portfolio - Class S</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 5,646	\$ 1,421	\$ 640	\$ 1,787	\$ 1,794
Expenses:					
Mortality, expense risk and other charges	6,947	1,815	4,939	3,594	3,839
Total expenses	6,947	1,815	4,939	3,594	3,839
Net investment income (loss)	(1,301)	(394)	(4,299)	(1,807)	(2,045)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	35,555	6,075	32,724	15,609	19,764
Capital gains distributions	—	1,554	—	6,438	13,266
Total realized gain (loss) on investments and capital gains distributions	35,555	7,629	32,724	22,047	33,030
Net unrealized appreciation (depreciation) of investments	7,558	2,847	(3,963)	(276)	(26,372)
Net realized and unrealized gain (loss) on investments	43,113	10,476	28,761	21,771	6,658
Net increase (decrease) in net assets resulting from operations	\$ 41,812	\$ 10,082	\$ 24,462	\$ 19,964	\$ 4,613

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

**Statements of Operations**

**For the Year Ended December 31, 2014**

*(Dollars in thousands)*

	<b>Voya Small Company Portfolio - Class S</b>	<b>Voya International Value Portfolio - Class S</b>	<b>Voya MidCap Opportunities Portfolio - Class S</b>	<b>Voya SmallCap Opportunities Portfolio - Class S</b>	<b>Wells Fargo Advantage VT Omega Growth Fund - Class 2</b>
<b>Net investment income (loss)</b>					
Investment income:					
Dividends	\$ 94	\$ 198	\$ 1,715	\$ —	\$ —
Expenses:					
Mortality, expense risk and other charges	1,575	69	8,755	1,021	24
Total expenses	1,575	69	8,755	1,021	24
Net investment income (loss)	(1,481)	129	(7,040)	(1,021)	(24)
<b>Realized and unrealized gain (loss) on investments</b>					
Net realized gain (loss) on investments	3,486	(267)	47,845	4,808	122
Capital gains distributions	10,585	—	76,735	5,299	233
Total realized gain (loss) on investments and capital gains distributions	14,071	(267)	124,580	10,107	355
Net unrealized appreciation (depreciation) of investments	(8,755)	(245)	(86,453)	(7,289)	(310)
Net realized and unrealized gain (loss) on investments	5,316	(512)	38,127	2,818	45
Net increase (decrease) in net assets resulting from operations	\$ 3,835	\$ (383)	\$ 31,087	\$ 1,797	\$ 21

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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**For the Year Ended December 31, 2014**  
*(Dollars in thousands)*

	<b>Wells Fargo Advantage VT Index Asset Allocation Fund - Class 2</b>	<b>Wells Fargo Advantage VT Intrinsic Value Fund - Class 2</b>	<b>Wells Fargo Advantage VT Small Cap Growth Fund - Class 2</b>	<b>Wells Fargo Advantage VT Total Return Bond Fund</b>
<b>Net investment income (loss)</b>				
Investment income:				
Dividends	\$ 22	\$ 5	\$ —	\$ 8
Expenses:				
Mortality, expense risk and other charges	27	14	5	10
Total expenses	27	14	5	10
Net investment income (loss)	(5)	(9)	(5)	(2)
<b>Realized and unrealized gain (loss) on investments</b>				
Net realized gain (loss) on investments	107	11	30	7
Capital gains distributions	—	—	22	—
Total realized gain (loss) on investments and capital gains distributions	107	11	52	7
Net unrealized appreciation (depreciation) of investments	118	56	(66)	17
Net realized and unrealized gain (loss) on investments	225	67	(14)	24
Net increase (decrease) in net assets resulting from operations	\$ 220	\$ 58	\$ (19)	\$ 22

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Statements of Changes in Net Assets**  
**For the Years Ended December 31, 2014 and 2013**  
*(Dollars in thousands)*

	<b>Invesco V.I. American Franchise Fund - Series I Shares</b>	<b>BlackRock Global Allocation V.I. Fund - Class III Shares</b>	<b>Columbia Asset Allocation Fund, Variable Series - Class A Shares</b>	<b>Columbia Small Cap Value Fund, Variable Series - Class B Shares</b>
<b>Net assets at January 1, 2013</b>	\$ 16,725	\$ 993,413	\$ 325	\$ 128,867
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(232)	(7,215)	3	(1,071)
Total realized gain (loss) on investments and capital gains distributions	457	75,709	(15)	(60)
Net unrealized appreciation (depreciation) of investments	5,425	56,710	61	39,074
Net increase (decrease) in net assets resulting from operations	5,650	125,204	49	37,943
Changes from principal transactions:				
Premiums	1	9,630	—	338
Death benefits	(241)	(9,652)	—	(1,515)
Surrenders and withdrawals	(2,402)	(68,066)	(63)	(11,654)
Contract charges	(131)	(9,061)	—	(1,175)
Transfers between Divisions (including fixed account), net	(524)	61,675	4	(4,952)
Increase (decrease) in net assets derived from principal transactions	(3,297)	(15,474)	(59)	(18,958)
Total increase (decrease) in net assets	2,353	109,730	(10)	18,985
<b>Net assets at December 31, 2013</b>	19,078	1,103,143	315	147,852
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(299)	4,256	3	(1,775)
Total realized gain (loss) on investments and capital gains distributions	1,368	116,315	7	15,831
Net unrealized appreciation (depreciation) of investments	9	(118,210)	16	(12,581)
Net increase (decrease) in net assets resulting from operations	1,078	2,361	26	1,475
Changes from principal transactions:				
Premiums	(1)	6,493	—	20
Death benefits	(325)	(9,401)	—	(1,560)
Surrenders and withdrawals	(3,394)	(91,617)	(8)	(20,537)
Contract charges	(117)	(9,097)	—	(1,054)
Cost of insurance and administrative charges	(5)	(141)	—	(39)
Transfers between Divisions (including fixed account), net	(573)	10,113	—	(2,705)
Increase (decrease) in net assets derived from principal transactions	(4,415)	(93,650)	(8)	(25,875)
Total increase (decrease) in net assets	(3,337)	(91,289)	18	(24,400)
<b>Net assets at December 31, 2014</b>	\$ 15,741	\$ 1,011,854	\$ 333	\$ 123,452

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Statements of Changes in Net Assets**  
**For the Years Ended December 31, 2014 and 2013**  
*(Dollars in thousands)*

	<b>Columbia Small Company Growth Fund, Variable Series - Class A Shares</b>	<b>Columbia VP Large Cap Growth Fund - Class 1</b>	<b>Fidelity® VIP Equity-Income Portfolio - Service Class 2</b>	<b>Franklin Small Cap Value VIP Fund - Class 2</b>
<b>Net assets at January 1, 2013</b>	\$ 13	\$ 299	\$ 159,095	\$ 11,060
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	—	(5)	859	29
Total realized gain (loss) on investments and capital gains distributions	4	11	5,291	820
Net unrealized appreciation (depreciation) of investments	1	76	32,091	2,787
Net increase (decrease) in net assets resulting from operations	5	82	38,241	3,636
Changes from principal transactions:				
Premiums	4	—	253	22
Death benefits	—	(2)	(1,951)	(113)
Surrenders and withdrawals	(17)	(43)	(19,098)	(1,129)
Contract charges	—	—	(1,166)	(60)
Transfers between Divisions (including fixed account), net	27	—	(4,383)	(484)
Increase (decrease) in net assets derived from principal transactions	14	(45)	(26,345)	(1,764)
Total increase (decrease) in net assets	19	37	11,896	1,872
<b>Net assets at December 31, 2013</b>	32	336	170,991	12,932
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	—	(5)	1,249	(56)
Total realized gain (loss) on investments and capital gains distributions	1	5	(643)	1,916
Net unrealized appreciation (depreciation) of investments	(2)	41	10,012	(1,942)
Net increase (decrease) in net assets resulting from operations	(1)	41	10,618	(82)
Changes from principal transactions:				
Premiums	—	—	49	49
Death benefits	—	—	(2,073)	(62)
Surrenders and withdrawals	(1)	(11)	(23,160)	(992)
Contract charges	—	—	(1,046)	(57)
Cost of insurance and administrative charges	—	—	(37)	(1)
Transfers between Divisions (including fixed account), net	(1)	—	(3,230)	(219)
Increase (decrease) in net assets derived from principal transactions	(2)	(11)	(29,497)	(1,282)
Total increase (decrease) in net assets	(3)	30	(18,879)	(1,364)
<b>Net assets at December 31, 2014</b>	\$ 29	\$ 366	\$ 152,112	\$ 11,568

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Statements of Changes in Net Assets**  
**For the Years Ended December 31, 2014 and 2013**  
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	ClearBridge Variable Large Cap Value Portfolio - Class I	Western Asset Variable High Income Portfolio	Oppenheimer Main Street Small Cap Fund®/VA - Service Shares	PIMCO Real Return Portfolio - Administrative Class
<b>Net assets at January 1, 2013</b>	\$ 73	\$ 65	\$ 1,478	\$ 14,814
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	—	4	(6)	36
Total realized gain (loss) on investments and capital gains distributions	4	(3)	230	508
Net unrealized appreciation (depreciation) of investments	17	4	348	(1,778)
Net increase (decrease) in net assets resulting from operations	21	5	572	(1,234)
Changes from principal transactions:				
Premiums	—	—	1	66
Death benefits	—	—	—	(27)
Surrenders and withdrawals	(4)	—	(173)	(2,430)
Contract charges	—	—	(9)	(36)
Transfers between Divisions (including fixed account), net	(2)	—	281	(2,791)
Increase (decrease) in net assets derived from principal transactions	(6)	—	100	(5,218)
Total increase (decrease) in net assets	15	5	672	(6,452)
<b>Net assets at December 31, 2013</b>	88	70	2,150	8,362
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	1	4	(8)	31
Total realized gain (loss) on investments and capital gains distributions	8	1	559	(48)
Net unrealized appreciation (depreciation) of investments	1	(6)	(335)	213
Net increase (decrease) in net assets resulting from operations	10	(1)	216	196
Changes from principal transactions:				
Premiums	—	—	6	12
Death benefits	—	—	(2)	(22)
Surrenders and withdrawals	(6)	—	(289)	(1,152)
Contract charges	—	—	(11)	(24)
Cost of insurance and administrative charges	—	—	—	—
Transfers between Divisions (including fixed account), net	(2)	—	136	(526)
Increase (decrease) in net assets derived from principal transactions	(8)	—	(160)	(1,712)
Total increase (decrease) in net assets	2	(1)	56	(1,516)
<b>Net assets at December 31, 2014</b>	\$ 90	\$ 69	\$ 2,206	\$ 6,846

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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*(Dollars in thousands)*

	<b>Pioneer Equity Income VCT Portfolio - Class II</b>	<b>ProFund VP Bull</b>	<b>ProFund VP Europe 30</b>	<b>ProFund VP Rising Rates Opportunity</b>
<b>Net assets at January 1, 2013</b>	\$ 13,428	\$ 11,201	\$ 6,719	\$ 5,177
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	183	(80)	(17)	(90)
Total realized gain (loss) on investments and capital gains distributions	114	230	(561)	(1,718)
Net unrealized appreciation (depreciation) of investments	3,220	2,731	1,692	2,510
Net increase (decrease) in net assets resulting from operations	3,517	2,881	1,114	702
Changes from principal transactions:				
Premiums	76	19	4	4
Death benefits	(101)	(179)	(131)	(129)
Surrenders and withdrawals	(1,551)	(1,313)	(865)	(390)
Contract charges	(59)	(94)	(49)	(35)
Transfers between Divisions (including fixed account), net	(496)	(164)	(334)	18
Increase (decrease) in net assets derived from principal transactions	(2,131)	(1,731)	(1,375)	(532)
Total increase (decrease) in net assets	1,386	1,150	(261)	170
<b>Net assets at December 31, 2013</b>	14,814	12,351	6,458	5,347
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	239	(196)	(30)	(75)
Total realized gain (loss) on investments and capital gains distributions	462	936	(411)	(1,718)
Net unrealized appreciation (depreciation) of investments	909	219	(93)	185
Net increase (decrease) in net assets resulting from operations	1,610	959	(534)	(1,608)
Changes from principal transactions:				
Premiums	128	(1)	1	2
Death benefits	(3)	(155)	(80)	(104)
Surrenders and withdrawals	(1,409)	(2,449)	(1,296)	(623)
Contract charges	(59)	(76)	(40)	(27)
Cost of insurance and administrative charges	(1)	(5)	(2)	(1)
Transfers between Divisions (including fixed account), net	(251)	(350)	(68)	606
Increase (decrease) in net assets derived from principal transactions	(1,595)	(3,036)	(1,485)	(147)
Total increase (decrease) in net assets	15	(2,077)	(2,019)	(1,755)
<b>Net assets at December 31, 2014</b>	\$ 14,829	\$ 10,274	\$ 4,439	\$ 3,592

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	Voya Balanced Portfolio - Class S	Voya Intermediate Bond Portfolio - Class S	ING American Funds Asset Allocation Portfolio	ING American Funds Global Growth and Income Portfolio
<b>Net assets at January 1, 2013</b>	\$ 4,876	\$ 1,185,574	\$ 392,917	\$ 14,789
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	36	15,997	(2,168)	(78)
Total realized gain (loss) on investments and capital gains distributions	(84)	3,136	14,024	1,036
Net unrealized appreciation (depreciation) of investments	720	(42,523)	74,002	2,652
Net increase (decrease) in net assets resulting from operations	672	(23,390)	85,858	3,610
Changes from principal transactions:				
Premiums	9	7,823	4,336	152
Death benefits	(48)	(15,652)	(4,351)	(118)
Surrenders and withdrawals	(695)	(102,304)	(37,320)	(1,479)
Contract charges	(7)	(8,189)	(3,734)	(154)
Transfers between Divisions (including fixed account), net	—	62,979	70,025	9,261
Increase (decrease) in net assets derived from principal transactions	(741)	(55,343)	28,956	7,662
Total increase (decrease) in net assets	(69)	(78,733)	114,814	11,272
<b>Net assets at December 31, 2013</b>	4,807	1,106,841	507,731	26,061
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	12	52,890	2,914	615
Total realized gain (loss) on investments and capital gains distributions	99	61,410	171,828	2,572
Net unrealized appreciation (depreciation) of investments	98	6,506	(180,834)	(3,787)
Net increase (decrease) in net assets resulting from operations	209	120,806	(6,092)	(600)
Changes from principal transactions:				
Premiums	4	16,523	665	16
Death benefits	(22)	(38,922)	(1,255)	(48)
Surrenders and withdrawals	(856)	(316,938)	(9,543)	(273)
Contract charges	(8)	(22,577)	(815)	(15)
Cost of insurance and administrative charges	(1)	(514)	(14)	—
Transfers between Divisions (including fixed account), net	46	2,511,323	(490,677)	(25,141)
Increase (decrease) in net assets derived from principal transactions	(837)	2,148,895	(501,639)	(25,461)
Total increase (decrease) in net assets	(628)	2,269,701	(507,731)	(26,061)
<b>Net assets at December 31, 2014</b>	\$ 4,179	\$ 3,376,542	\$ —	\$ —

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	ING American Funds International Growth and Income Portfolio	ING American Funds International Portfolio	ING American Funds World Allocation Portfolio	ING Bond Portfolio
<b>Net assets at January 1, 2013</b>	\$ 11,029	\$ 1,009,047	\$ 185,967	\$ 446,283
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(69)	(8,579)	(314)	(2,117)
Total realized gain (loss) on investments and capital gains distributions	434	(56,945)	3,405	44,486
Net unrealized appreciation (depreciation) of investments	1,898	246,406	19,709	(54,163)
Net increase (decrease) in net assets resulting from operations	2,263	180,882	22,800	(11,794)
Changes from principal transactions:				
Premiums	116	5,845	2,777	4,164
Death benefits	(98)	(11,441)	(923)	(4,182)
Surrenders and withdrawals	(771)	(71,390)	(12,182)	(34,643)
Contract charges	(126)	(7,802)	(1,681)	(3,429)
Transfers between Divisions (including fixed account), net	7,144	(11,188)	(2,138)	(10,967)
Increase (decrease) in net assets derived from principal transactions	6,265	(95,976)	(14,147)	(49,057)
Total increase (decrease) in net assets	8,528	84,906	8,653	(60,851)
<b>Net assets at December 31, 2013</b>	19,557	1,093,953	194,620	385,432
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	385	4,740	2,127	14,243
Total realized gain (loss) on investments and capital gains distributions	1,408	85,996	10,043	(37,079)
Net unrealized appreciation (depreciation) of investments	(2,385)	(136,296)	(13,537)	30,595
Net increase (decrease) in net assets resulting from operations	(592)	(45,560)	(1,367)	7,759
Changes from principal transactions:				
Premiums	6	1,212	436	430
Death benefits	(45)	(2,726)	(251)	(529)
Surrenders and withdrawals	(287)	(18,895)	(4,182)	(6,750)
Contract charges	(14)	(1,547)	(340)	(653)
Cost of insurance and administrative charges	—	(38)	(8)	(11)
Transfers between Divisions (including fixed account), net	(18,625)	(1,026,399)	(188,908)	(385,678)
Increase (decrease) in net assets derived from principal transactions	(18,965)	(1,048,393)	(193,253)	(393,191)
Total increase (decrease) in net assets	(19,557)	(1,093,953)	(194,620)	(385,432)
<b>Net assets at December 31, 2014</b>	\$ —	\$ —	\$ —	\$ —

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	ING Total Return Bond Portfolio - Service Class	ING Total Return Bond Portfolio - Service 2 Class	Voya Global Perspectives Portfolio - Class A	Voya Global Resources Portfolio - Adviser Class
<b>Net assets at January 1, 2013</b>	\$ 2,929,962	\$ 64,889	\$ —	\$ 72,214
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	40,241	822	(37)	(851)
Total realized gain (loss) on investments and capital gains distributions	43,116	1,225	1	(3,353)
Net unrealized appreciation (depreciation) of investments	(173,917)	(4,218)	433	11,669
Net increase (decrease) in net assets resulting from operations	(90,560)	(2,171)	397	7,465
Changes from principal transactions:				
Premiums	18,854	65	2	835
Death benefits	(31,190)	(811)	—	(957)
Surrenders and withdrawals	(228,274)	(7,116)	(111)	(5,248)
Contract charges	(19,804)	(482)	(22)	(644)
Transfers between Divisions (including fixed account), net	(385,548)	(1,986)	24,085	910
Increase (decrease) in net assets derived from principal transactions	(645,962)	(10,330)	23,954	(5,104)
Total increase (decrease) in net assets	(736,522)	(12,501)	24,351	2,361
<b>Net assets at December 31, 2013</b>	2,193,440	52,388	24,351	74,575
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	62,697	1,335	(2,834)	(807)
Total realized gain (loss) on investments and capital gains distributions	(150,185)	(2,655)	1,404	551
Net unrealized appreciation (depreciation) of investments	111,071	1,889	6,242	(14,271)
Net increase (decrease) in net assets resulting from operations	23,583	569	4,812	(14,527)
Changes from principal transactions:				
Premiums	3,202	10	872	627
Death benefits	(4,919)	(115)	(1,702)	(348)
Surrenders and withdrawals	(47,852)	(1,555)	(19,745)	(9,293)
Contract charges	(3,650)	(91)	(1,619)	(717)
Cost of insurance and administrative charges	(87)	(2)	(24)	(14)
Transfers between Divisions (including fixed account), net	(2,163,717)	(51,204)	188,150	26,291
Increase (decrease) in net assets derived from principal transactions	(2,217,023)	(52,957)	165,932	16,546
Total increase (decrease) in net assets	(2,193,440)	(52,388)	170,744	2,019
<b>Net assets at December 31, 2014</b>	\$ —	\$ —	\$ 195,095	\$ 76,594

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Voya Global Resources Portfolio - Service Class	Voya Global Resources Portfolio - Service 2 Class	Voya High Yield Portfolio - Service Class	Voya Large Cap Growth Portfolio - Adviser Class
<b>Net assets at January 1, 2013</b>	\$ 410,662	\$ 21,585	\$ 590,727	\$ 1,901,279
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(3,135)	(206)	22,756	(27,885)
Total realized gain (loss) on investments and capital gains distributions	(36,268)	(232)	21,871	70,906
Net unrealized appreciation (depreciation) of investments	82,098	2,653	(24,049)	460,868
Net increase (decrease) in net assets resulting from operations	42,695	2,215	20,578	503,889
Changes from principal transactions:				
Premiums	243	1	3,734	9,242
Death benefits	(4,308)	(153)	(10,807)	(22,852)
Surrenders and withdrawals	(29,890)	(1,955)	(60,146)	(149,105)
Contract charges	(3,169)	(192)	(3,584)	(15,900)
Transfers between Divisions (including fixed account), net	(36,138)	(1,312)	(9,245)	(68,219)
Increase (decrease) in net assets derived from principal transactions	(73,262)	(3,611)	(80,048)	(246,834)
Total increase (decrease) in net assets	(30,567)	(1,396)	(59,470)	257,055
<b>Net assets at December 31, 2013</b>	380,095	20,189	531,257	2,158,334
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(2,732)	(187)	21,872	(34,396)
Total realized gain (loss) on investments and capital gains distributions	(6,987)	(243)	7,566	257,565
Net unrealized appreciation (depreciation) of investments	(30,344)	(1,634)	(31,137)	(5,419)
Net increase (decrease) in net assets resulting from operations	(40,063)	(2,064)	(1,699)	217,750
Changes from principal transactions:				
Premiums	108	1	2,621	9,950
Death benefits	(3,951)	(132)	(11,198)	(23,812)
Surrenders and withdrawals	(42,865)	(3,152)	(66,542)	(248,518)
Contract charges	(2,797)	(169)	(3,125)	(15,551)
Cost of insurance and administrative charges	(94)	(4)	(108)	(371)
Transfers between Divisions (including fixed account), net	(9,411)	(32)	(4,294)	(50,091)
Increase (decrease) in net assets derived from principal transactions	(59,010)	(3,488)	(82,646)	(328,393)
Total increase (decrease) in net assets	(99,073)	(5,552)	(84,345)	(110,643)
<b>Net assets at December 31, 2014</b>	\$ 281,022	\$ 14,637	\$ 446,912	\$ 2,047,691

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Voya Large Cap Growth Portfolio - Institutional Class	Voya Large Cap Growth Portfolio - Service Class	Voya Large Cap Growth Portfolio - Service 2 Class	Voya Large Cap Value Portfolio - Service Class
<b>Net assets at January 1, 2013</b>	\$ —	\$ 214,540	\$ 856	\$ 76,880
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	—	(5,982)	(15)	(1,398)
Total realized gain (loss) on investments and capital gains distributions	—	36,945	34	17,016
Net unrealized appreciation (depreciation) of investments	—	121,135	210	50,611
Net increase (decrease) in net assets resulting from operations	—	152,098	229	66,229
Changes from principal transactions:				
Premiums	—	1,144	—	908
Death benefits	—	(7,139)	—	(3,872)
Surrenders and withdrawals	—	(42,326)	(53)	(24,464)
Contract charges	—	(4,524)	(10)	(1,589)
Transfers between Divisions (including fixed account), net	—	653,104	(5)	465,174
Increase (decrease) in net assets derived from principal transactions	—	600,259	(68)	436,157
Total increase (decrease) in net assets	—	752,357	161	502,386
<b>Net assets at December 31, 2013</b>	—	966,897	1,017	579,266
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	—	(20,040)	(160)	2,801
Total realized gain (loss) on investments and capital gains distributions	—	132,767	502	36,019
Net unrealized appreciation (depreciation) of investments	6	39,413	742	9,674
Net increase (decrease) in net assets resulting from operations	6	152,140	1,084	48,494
Changes from principal transactions:				
Premiums	82	188	(1)	4,358
Death benefits	—	(17,044)	(147)	(11,945)
Surrenders and withdrawals	—	(159,291)	(1,002)	(106,422)
Contract charges	—	(9,318)	(75)	(5,235)
Cost of insurance and administrative charges	—	(268)	(2)	(190)
Transfers between Divisions (including fixed account), net	(1)	876,952	17,573	495,925
Increase (decrease) in net assets derived from principal transactions	81	691,219	16,346	376,491
Total increase (decrease) in net assets	87	843,359	17,430	424,985
<b>Net assets at December 31, 2014</b>	\$ 87	\$ 1,810,256	\$ 18,447	\$ 1,004,251

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	Voya Limited Maturity Bond Portfolio - Service Class	Voya Liquid Assets Portfolio - Service Class	Voya Liquid Assets Portfolio - Service 2 Class	Voya Multi- Manager Large Cap Core Portfolio - Service Class
<b>Net assets at January 1, 2013</b>	\$ 62,727	\$ 822,755	\$ 15,419	\$ 45,382
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(415)	(12,374)	(248)	(539)
Total realized gain (loss) on investments and capital gains distributions	(946)	123	2	445
Net unrealized appreciation (depreciation) of investments	840	—	—	12,782
Net increase (decrease) in net assets resulting from operations	(521)	(12,251)	(246)	12,688
Changes from principal transactions:				
Premiums	15	11,622	81	378
Death benefits	(3,669)	(22,758)	(252)	(799)
Surrenders and withdrawals	(7,090)	(317,888)	(7,922)	(5,633)
Contract charges	(97)	(5,788)	(109)	(375)
Transfers between Divisions (including fixed account), net	(819)	209,767	4,721	2,064
Increase (decrease) in net assets derived from principal transactions	(11,660)	(125,045)	(3,481)	(4,365)
Total increase (decrease) in net assets	(12,181)	(137,296)	(3,727)	8,323
<b>Net assets at December 31, 2013</b>	50,546	685,459	11,692	53,705
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(443)	(10,700)	(185)	(312)
Total realized gain (loss) on investments and capital gains distributions	(386)	81	1	6,468
Net unrealized appreciation (depreciation) of investments	406	—	—	451
Net increase (decrease) in net assets resulting from operations	(423)	(10,619)	(184)	6,607
Changes from principal transactions:				
Premiums	1	10,211	247	256
Death benefits	(2,138)	(16,023)	(43)	(702)
Surrenders and withdrawals	(5,860)	(299,351)	(7,529)	(7,384)
Contract charges	(65)	(4,642)	(84)	(377)
Cost of insurance and administrative charges	(21)	(240)	(3)	(12)
Transfers between Divisions (including fixed account), net	(275)	193,888	3,607	12,919
Increase (decrease) in net assets derived from principal transactions	(8,358)	(116,157)	(3,805)	4,700
Total increase (decrease) in net assets	(8,781)	(126,776)	(3,989)	11,307
<b>Net assets at December 31, 2014</b>	\$ 41,765	\$ 558,683	\$ 7,703	\$ 65,012

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Voya Retirement Conservative Portfolio - Adviser Class	Voya Retirement Growth Portfolio - Adviser Class	Voya Retirement Moderate Growth Portfolio - Adviser Class	Voya Retirement Moderate Portfolio - Adviser Class
<b>Net assets at January 1, 2013</b>	\$ 584,925	\$ 4,208,491	\$ 2,852,881	\$ 1,668,464
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	8,513	4,300	10,001	16,183
Total realized gain (loss) on investments and capital gains distributions	28,786	109,720	71,271	36,554
Net unrealized appreciation (depreciation) of investments	(22,880)	557,838	295,611	78,023
Net increase (decrease) in net assets resulting from operations	14,419	671,858	376,883	130,760
Changes from principal transactions:				
Premiums	3,790	28,506	17,650	10,389
Death benefits	(7,011)	(41,552)	(42,769)	(26,177)
Surrenders and withdrawals	(51,064)	(259,484)	(204,399)	(120,494)
Contract charges	(4,685)	(40,082)	(23,379)	(12,802)
Transfers between Divisions (including fixed account), net	(49,358)	(45,354)	35,238	(3,695)
Increase (decrease) in net assets derived from principal transactions	(108,328)	(357,966)	(217,659)	(152,779)
Total increase (decrease) in net assets	(93,909)	313,892	159,224	(22,019)
<b>Net assets at December 31, 2013</b>	491,016	4,522,383	3,012,105	1,646,445
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	5,912	(4,916)	(3,328)	18,483
Total realized gain (loss) on investments and capital gains distributions	26,012	205,178	118,840	56,854
Net unrealized appreciation (depreciation) of investments	(13,060)	(47,806)	(4,169)	(20,872)
Net increase (decrease) in net assets resulting from operations	18,864	152,456	111,343	54,465
Changes from principal transactions:				
Premiums	2,816	24,139	16,583	9,440
Death benefits	(9,106)	(47,293)	(44,365)	(28,350)
Surrenders and withdrawals	(64,835)	(458,265)	(305,555)	(175,469)
Contract charges	(3,923)	(38,792)	(22,732)	(12,256)
Cost of insurance and administrative charges	(85)	(1,110)	(608)	(321)
Transfers between Divisions (including fixed account), net	(811)	(50,411)	(3,528)	(7,515)
Increase (decrease) in net assets derived from principal transactions	(75,944)	(571,732)	(360,205)	(214,471)
Total increase (decrease) in net assets	(57,080)	(419,276)	(248,862)	(160,006)
<b>Net assets at December 31, 2014</b>	\$ 433,936	\$ 4,103,107	\$ 2,763,243	\$ 1,486,439

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Voya U.S. Bond Index Portfolio - Class S	VY® BlackRock Health Sciences Opportunities Portfolio - Service Class	VY® BlackRock Inflation Protected Bond Portfolio - Service Class	VY® BlackRock Large Cap Growth Portfolio - Institutional Class
<b>Net assets at January 1, 2013</b>	\$ 241,724	\$ 198,630	\$ 568,856	\$ 69
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(59)	(4,597)	(7,113)	—
Total realized gain (loss) on investments and capital gains distributions	1,137	27,789	16,121	—
Net unrealized appreciation (depreciation) of investments	(10,464)	66,724	(54,116)	21
Net increase (decrease) in net assets resulting from operations	(9,386)	89,916	(45,108)	21
Changes from principal transactions:				
Premiums	2,086	2,188	4,215	—
Death benefits	(3,255)	(3,395)	(5,616)	—
Surrenders and withdrawals	(18,732)	(24,567)	(41,040)	(7)
Contract charges	(1,647)	(2,180)	(3,523)	—
Transfers between Divisions (including fixed account), net	(27,218)	66,273	(186,753)	1
Increase (decrease) in net assets derived from principal transactions	(48,766)	38,319	(232,717)	(6)
Total increase (decrease) in net assets	(58,152)	128,235	(277,825)	15
<b>Net assets at December 31, 2013</b>	183,572	326,865	291,031	84
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	63	(2,160)	(1,094)	1
Total realized gain (loss) on investments and capital gains distributions	(1,660)	137,969	(11,949)	24
Net unrealized appreciation (depreciation) of investments	8,776	(103,996)	15,700	(20)
Net increase (decrease) in net assets resulting from operations	7,179	31,813	2,657	5
Changes from principal transactions:				
Premiums	1,248	1,144	1,889	—
Death benefits	(2,300)	(1,786)	(3,205)	—
Surrenders and withdrawals	(27,260)	(22,286)	(33,425)	(6)
Contract charges	(1,775)	(1,519)	(2,154)	—
Cost of insurance and administrative charges	(38)	(43)	(46)	—
Transfers between Divisions (including fixed account), net	66,036	(334,188)	(21,880)	(83)
Increase (decrease) in net assets derived from principal transactions	35,911	(358,678)	(58,821)	(89)
Total increase (decrease) in net assets	43,090	(326,865)	(56,164)	(84)
<b>Net assets at December 31, 2014</b>	\$ 226,662	\$ —	\$ 234,867	\$ —

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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	<b>VY® BlackRock Large Cap Growth Portfolio - Service Class</b>	<b>VY® Clarion Global Real Estate Portfolio - Service Class</b>	<b>VY® Clarion Global Real Estate Portfolio - Service 2 Class</b>	<b>VY® Clarion Real Estate Portfolio - Service Class</b>
<b>Net assets at January 1, 2013</b>	\$ 146,114	\$ 130,676	\$ 1,935	\$ 283,259
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(954)	4,752	65	(1,191)
Total realized gain (loss) on investments and capital gains distributions	12,855	(2,280)	(18)	(9,617)
Net unrealized appreciation (depreciation) of investments	28,981	249	(10)	13,571
Net increase (decrease) in net assets resulting from operations	40,882	2,721	37	2,763
Changes from principal transactions:				
Premiums	792	121	—	130
Death benefits	(2,837)	(947)	(16)	(4,339)
Surrenders and withdrawals	(14,326)	(8,380)	(179)	(31,885)
Contract charges	(1,154)	(989)	(18)	(1,844)
Transfers between Divisions (including fixed account), net	(3,091)	(4,163)	(10)	(1,233)
Increase (decrease) in net assets derived from principal transactions	(20,616)	(14,358)	(223)	(39,171)
Total increase (decrease) in net assets	20,266	(11,637)	(186)	(36,408)
<b>Net assets at December 31, 2013</b>	166,380	119,039	1,749	246,851
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(402)	(703)	(15)	(1,035)
Total realized gain (loss) on investments and capital gains distributions	57,279	1,538	8	12,952
Net unrealized appreciation (depreciation) of investments	(47,689)	12,590	191	50,472
Net increase (decrease) in net assets resulting from operations	9,188	13,425	184	62,389
Changes from principal transactions:				
Premiums	537	119	—	78
Death benefits	(822)	(927)	(11)	(4,273)
Surrenders and withdrawals	(10,392)	(10,826)	(247)	(37,016)
Contract charges	(677)	(912)	(16)	(1,583)
Cost of insurance and administrative charges	(21)	(20)	—	(85)
Transfers between Divisions (including fixed account), net	(164,193)	(5,200)	(154)	(15,616)
Increase (decrease) in net assets derived from principal transactions	(175,568)	(17,766)	(428)	(58,495)
Total increase (decrease) in net assets	(166,380)	(4,341)	(244)	3,894
<b>Net assets at December 31, 2014</b>	\$ —	\$ 114,698	\$ 1,505	\$ 250,745

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	<b>VY® Clarion Real Estate Portfolio - Service 2 Class</b>	<b>VY® DFA World Equity Portfolio - Service Class</b>	<b>VY® FMR Diversified Mid Cap Portfolio - Service Class</b>	<b>VY® FMR Diversified Mid Cap Portfolio - Service 2 Class</b>
<b>Net assets at January 1, 2013</b>	\$ 20,237	\$ 160,718	\$ 596,317	\$ 30,178
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(118)	517	(8,187)	(486)
Total realized gain (loss) on investments and capital gains distributions	(835)	8,370	24,772	1,335
Net unrealized appreciation (depreciation) of investments	1,048	26,202	170,712	8,653
Net increase (decrease) in net assets resulting from operations	95	35,089	187,297	9,502
Changes from principal transactions:				
Premiums	4	1,873	4,174	12
Death benefits	(228)	(1,882)	(10,932)	(313)
Surrenders and withdrawals	(1,718)	(9,895)	(58,844)	(3,057)
Contract charges	(178)	(1,453)	(4,013)	(286)
Transfers between Divisions (including fixed account), net	417	(2,446)	(27,006)	(532)
Increase (decrease) in net assets derived from principal transactions	(1,703)	(13,803)	(96,621)	(4,176)
Total increase (decrease) in net assets	(1,608)	21,286	90,676	5,326
<b>Net assets at December 31, 2013</b>	18,629	182,004	686,993	35,504
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(118)	(227)	(9,710)	(543)
Total realized gain (loss) on investments and capital gains distributions	(182)	11,023	132,642	7,594
Net unrealized appreciation (depreciation) of investments	5,038	(11,274)	(97,091)	(5,811)
Net increase (decrease) in net assets resulting from operations	4,738	(478)	25,841	1,240
Changes from principal transactions:				
Premiums	(2)	862	3,209	16
Death benefits	(157)	(1,020)	(11,158)	(283)
Surrenders and withdrawals	(2,971)	(14,406)	(77,093)	(4,313)
Contract charges	(168)	(1,517)	(3,736)	(273)
Cost of insurance and administrative charges	(4)	(26)	(175)	(7)
Transfers between Divisions (including fixed account), net	(742)	7,511	(4,868)	(592)
Increase (decrease) in net assets derived from principal transactions	(4,044)	(8,596)	(93,821)	(5,452)
Total increase (decrease) in net assets	694	(9,074)	(67,980)	(4,212)
<b>Net assets at December 31, 2014</b>	\$ 19,323	\$ 172,930	\$ 619,013	\$ 31,292

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	VY® Franklin Income Portfolio - Service Class	VY® Franklin Income Portfolio - Service 2 Class	VY® Franklin Mutual Shares Portfolio - Service Class	VY® Franklin Templeton Founding Strategy Portfolio - Service Class
<b>Net assets at January 1, 2013</b>	\$ 483,680	\$ 10,259	\$ 176,567	\$ 768,266
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	16,613	296	(1,220)	8,272
Total realized gain (loss) on investments and capital gains distributions	(368)	678	497	1,566
Net unrealized appreciation (depreciation) of investments	44,241	220	44,486	157,379
Net increase (decrease) in net assets resulting from operations	60,486	1,194	43,763	167,217
Changes from principal transactions:				
Premiums	3,483	5	1,883	5,959
Death benefits	(7,728)	(29)	(2,415)	(8,266)
Surrenders and withdrawals	(48,861)	(979)	(14,048)	(55,655)
Contract charges	(3,584)	(87)	(1,412)	(6,982)
Transfers between Divisions (including fixed account), net	36,815	184	(1,361)	47,953
Increase (decrease) in net assets derived from principal transactions	(19,875)	(906)	(17,353)	(16,991)
Total increase (decrease) in net assets	40,611	288	26,410	150,226
<b>Net assets at December 31, 2013</b>	524,291	10,547	202,977	918,492
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	11,275	208	(1,446)	5,268
Total realized gain (loss) on investments and capital gains distributions	7,508	471	5,738	17,558
Net unrealized appreciation (depreciation) of investments	(2,344)	(388)	6,645	(8,861)
Net increase (decrease) in net assets resulting from operations	16,439	291	10,937	13,965
Changes from principal transactions:				
Premiums	3,600	2	1,602	5,991
Death benefits	(8,546)	(74)	(2,136)	(9,799)
Surrenders and withdrawals	(64,891)	(1,173)	(19,899)	(71,338)
Contract charges	(3,738)	(94)	(1,435)	(7,360)
Cost of insurance and administrative charges	(94)	(2)	(33)	(147)
Transfers between Divisions (including fixed account), net	55,147	1,477	6,008	15,250
Increase (decrease) in net assets derived from principal transactions	(18,522)	136	(15,893)	(67,403)
Total increase (decrease) in net assets	(2,083)	427	(4,956)	(53,438)
<b>Net assets at December 31, 2014</b>	\$ 522,208	\$ 10,974	\$ 198,021	\$ 865,054

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**VOYA INSURANCE AND ANNUITY COMPANY**  
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	VY® Invesco Growth and Income Portfolio - Service Class	VY® Invesco Growth and Income Portfolio - Service 2 Class	VY® JPMorgan Emerging Markets Equity Portfolio - Service Class	VY® JPMorgan Emerging Markets Equity Portfolio - Service 2 Class
<b>Net assets at January 1, 2013</b>	\$ 373,644	\$ 44,647	\$ 565,548	\$ 26,943
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(1,759)	(329)	(4,501)	(254)
Total realized gain (loss) on investments and capital gains distributions	5,535	836	(16,596)	1,194
Net unrealized appreciation (depreciation) of investments	111,988	12,705	(20,243)	(2,891)
Net increase (decrease) in net assets resulting from operations	115,764	13,212	(41,340)	(1,951)
Changes from principal transactions:				
Premiums	2,217	127	3,714	(5)
Death benefits	(12,159)	(559)	(4,876)	(102)
Surrenders and withdrawals	(42,158)	(6,537)	(37,099)	(1,962)
Contract charges	(1,964)	(398)	(4,119)	(214)
Transfers between Divisions (including fixed account), net	24,232	(1,002)	14,758	34
Increase (decrease) in net assets derived from principal transactions	(29,832)	(8,369)	(27,622)	(2,249)
Total increase (decrease) in net assets	85,932	4,843	(68,962)	(4,200)
<b>Net assets at December 31, 2013</b>	459,576	49,490	496,586	22,743
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(2,411)	(397)	(3,885)	(222)
Total realized gain (loss) on investments and capital gains distributions	39,508	4,277	38,809	2,565
Net unrealized appreciation (depreciation) of investments	(2,380)	(304)	(40,096)	(2,391)
Net increase (decrease) in net assets resulting from operations	34,717	3,576	(5,172)	(48)
Changes from principal transactions:				
Premiums	2,432	(4)	2,563	—
Death benefits	(12,739)	(878)	(4,603)	(197)
Surrenders and withdrawals	(51,136)	(6,477)	(51,269)	(3,220)
Contract charges	(1,957)	(356)	(3,709)	(182)
Cost of insurance and administrative charges	(124)	(8)	(96)	(4)
Transfers between Divisions (including fixed account), net	(2,046)	(778)	(8,493)	(310)
Increase (decrease) in net assets derived from principal transactions	(65,570)	(8,501)	(65,607)	(3,913)
Total increase (decrease) in net assets	(30,853)	(4,925)	(70,779)	(3,961)
<b>Net assets at December 31, 2014</b>	\$ 428,723	\$ 44,565	\$ 425,807	\$ 18,782

*The accompanying notes are an integral part of these financial statements.*

**VOYA INSURANCE AND ANNUITY COMPANY**  
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	<b>VY® JPMorgan Small Cap Core Equity Portfolio - Service Class</b>	<b>VY® JPMorgan Small Cap Core Equity Portfolio - Service 2 Class</b>	<b>VY® Marsico Growth Portfolio - Service Class</b>	<b>VY® Marsico Growth Portfolio - Service 2 Class</b>
<b>Net assets at January 1, 2013</b>	\$ 223,964	\$ 33,170	\$ 405,242	\$ 16,538
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(2,813)	(434)	(4,168)	(201)
Total realized gain (loss) on investments and capital gains distributions	21,148	3,307	30,373	1,239
Net unrealized appreciation (depreciation) of investments	68,454	8,267	100,341	3,921
Net increase (decrease) in net assets resulting from operations	86,789	11,140	126,546	4,959
Changes from principal transactions:				
Premiums	1,547	31	3,716	17
Death benefits	(3,110)	(292)	(10,164)	(146)
Surrenders and withdrawals	(24,088)	(4,380)	(40,183)	(2,473)
Contract charges	(2,210)	(328)	(2,361)	(155)
Transfers between Divisions (including fixed account), net	57,965	(973)	(4,914)	(531)
Increase (decrease) in net assets derived from principal transactions	30,104	(5,942)	(53,906)	(3,288)
Total increase (decrease) in net assets	116,893	5,198	72,640	1,671
<b>Net assets at December 31, 2013</b>	340,857	38,368	477,882	18,209
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(4,314)	(578)	(4,356)	(175)
Total realized gain (loss) on investments and capital gains distributions	62,980	5,598	194,998	7,856
Net unrealized appreciation (depreciation) of investments	(41,346)	(2,954)	(175,396)	(7,090)
Net increase (decrease) in net assets resulting from operations	17,320	2,066	15,246	591
Changes from principal transactions:				
Premiums	2,240	(7)	1,181	1
Death benefits	(3,099)	(367)	(5,030)	(75)
Surrenders and withdrawals	(39,493)	(4,953)	(25,312)	(807)
Contract charges	(2,329)	(297)	(1,261)	(79)
Cost of insurance and administrative charges	(49)	(8)	(89)	(2)
Transfers between Divisions (including fixed account), net	(20,625)	(676)	(462,617)	(17,838)
Increase (decrease) in net assets derived from principal transactions	(63,355)	(6,308)	(493,128)	(18,800)
Total increase (decrease) in net assets	(46,035)	(4,242)	(477,882)	(18,209)
<b>Net assets at December 31, 2014</b>	\$ 294,822	\$ 34,126	\$ —	\$ —

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**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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	<b>VY® MFS Total Return Portfolio - Service Class</b>	<b>VY® MFS Total Return Portfolio - Service 2 Class</b>	<b>VY® MFS Utilities Portfolio - Service Class</b>	<b>VY® Morgan Stanley Global Franchise Portfolio - Service Class</b>
<b>Net assets at January 1, 2013</b>	\$ 614,072	\$ 30,932	\$ 460,175	\$ 357,517
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	2,522	48	813	1,127
Total realized gain (loss) on investments and capital gains distributions	(1,529)	(258)	(2,349)	31,033
Net unrealized appreciation (depreciation) of investments	96,443	4,958	80,110	27,385
Net increase (decrease) in net assets resulting from operations	97,436	4,748	78,574	59,545
Changes from principal transactions:				
Premiums	3,589	20	3,781	2,085
Death benefits	(14,423)	(465)	(5,267)	(3,489)
Surrenders and withdrawals	(65,345)	(3,635)	(42,316)	(29,981)
Contract charges	(3,307)	(271)	(3,881)	(2,922)
Transfers between Divisions (including fixed account), net	11,313	(367)	(23,874)	(4,391)
Increase (decrease) in net assets derived from principal transactions	(68,173)	(4,718)	(71,557)	(38,698)
Total increase (decrease) in net assets	29,263	30	7,017	20,847
<b>Net assets at December 31, 2013</b>	643,335	30,962	467,192	378,364
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	13,140	546	5,567	(273)
Total realized gain (loss) on investments and capital gains distributions	130,123	5,220	172,341	56,588
Net unrealized appreciation (depreciation) of investments	(114,016)	(4,419)	(110,969)	(47,683)
Net increase (decrease) in net assets resulting from operations	29,247	1,347	66,939	8,632
Changes from principal transactions:				
Premiums	2,604	28	1,761	1,635
Death benefits	(9,462)	(377)	(2,986)	(3,552)
Surrenders and withdrawals	(42,033)	(1,858)	(26,092)	(42,165)
Contract charges	(1,716)	(135)	(2,048)	(2,680)
Cost of insurance and administrative charges	(102)	(3)	(67)	(67)
Transfers between Divisions (including fixed account), net	(621,873)	(29,964)	(504,699)	(10,431)
Increase (decrease) in net assets derived from principal transactions	(672,582)	(32,309)	(534,131)	(57,260)
Total increase (decrease) in net assets	(643,335)	(30,962)	(467,192)	(48,628)
<b>Net assets at December 31, 2014</b>	\$ —	\$ —	\$ —	\$ 329,736

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**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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	<b>VY® Morgan Stanley Global Franchise Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price Capital Appreciation Portfolio - Service Class</b>	<b>VY® T. Rowe Price Capital Appreciation Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price Equity Income Portfolio - Service Class</b>
<b>Net assets at January 1, 2013</b>	\$ 59,526	\$ 2,461,428	\$ 77,162	\$ 645,207
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	48	(16,349)	(719)	(937)
Total realized gain (loss) on investments and capital gains distributions	5,756	202,380	6,192	14,900
Net unrealized appreciation (depreciation) of investments	3,873	299,394	9,112	157,817
Net increase (decrease) in net assets resulting from operations	9,677	485,425	14,585	171,780
Changes from principal transactions:				
Premiums	44	22,158	34	3,235
Death benefits	(771)	(36,867)	(408)	(10,446)
Surrenders and withdrawals	(6,181)	(231,370)	(8,521)	(67,417)
Contract charges	(518)	(18,257)	(685)	(4,747)
Transfers between Divisions (including fixed account), net	(225)	128,904	(1,037)	6,949
Increase (decrease) in net assets derived from principal transactions	(7,651)	(135,432)	(10,617)	(72,426)
Total increase (decrease) in net assets	2,026	349,993	3,968	99,354
<b>Net assets at December 31, 2013</b>	61,552	2,811,421	81,130	744,561
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(162)	(12,390)	(544)	632
Total realized gain (loss) on investments and capital gains distributions	6,893	286,843	8,613	61,489
Net unrealized appreciation (depreciation) of investments	(5,388)	482	(459)	(23,817)
Net increase (decrease) in net assets resulting from operations	1,343	274,935	7,610	38,304
Changes from principal transactions:				
Premiums	75	20,124	131	3,761
Death benefits	(769)	(35,374)	(379)	(12,574)
Surrenders and withdrawals	(8,613)	(345,703)	(9,843)	(91,538)
Contract charges	(464)	(18,820)	(640)	(4,524)
Cost of insurance and administrative charges	(11)	(554)	(14)	(159)
Transfers between Divisions (including fixed account), net	228	109,329	29	(6,676)
Increase (decrease) in net assets derived from principal transactions	(9,554)	(270,998)	(10,716)	(111,710)
Total increase (decrease) in net assets	(8,211)	3,937	(3,106)	(73,406)
<b>Net assets at December 31, 2014</b>	\$ 53,341	\$ 2,815,358	\$ 78,024	\$ 671,155

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**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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	<b>VY® T. Rowe Price Equity Income Portfolio - Service 2 Class</b>	<b>VY® T. Rowe Price International Stock Portfolio - Service Class</b>	<b>VY® Templeton Global Growth Portfolio - Service Class</b>	<b>VY® Templeton Global Growth Portfolio - Service 2 Class</b>
<b>Net assets at January 1, 2013</b>	\$ 24,314	\$ 144,821	\$ 243,263	\$ 4,627
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(91)	(958)	(386)	(15)
Total realized gain (loss) on investments and capital gains distributions	652	(7,559)	3,434	100
Net unrealized appreciation (depreciation) of investments	5,704	25,374	63,123	1,255
Net increase (decrease) in net assets resulting from operations	6,265	16,857	66,171	1,340
Changes from principal transactions:				
Premiums	(6)	739	1,445	(10)
Death benefits	(187)	(1,844)	(4,226)	(20)
Surrenders and withdrawals	(3,411)	(11,477)	(23,617)	(524)
Contract charges	(228)	(1,128)	(1,615)	(48)
Transfers between Divisions (including fixed account), net	(170)	(1,741)	9,085	538
Increase (decrease) in net assets derived from principal transactions	(4,002)	(15,451)	(18,928)	(64)
Total increase (decrease) in net assets	2,263	1,406	47,243	1,276
<b>Net assets at December 31, 2013</b>	26,577	146,227	290,506	5,903
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(23)	(841)	(1,562)	(42)
Total realized gain (loss) on investments and capital gains distributions	2,443	(4,290)	10,132	266
Net unrealized appreciation (depreciation) of investments	(1,111)	(243)	(20,183)	(464)
Net increase (decrease) in net assets resulting from operations	1,309	(5,374)	(11,613)	(240)
Changes from principal transactions:				
Premiums	22	770	1,665	—
Death benefits	(317)	(1,592)	(5,644)	(67)
Surrenders and withdrawals	(2,996)	(15,774)	(31,095)	(670)
Contract charges	(207)	(1,128)	(1,604)	(49)
Cost of insurance and administrative charges	(6)	(28)	(63)	(1)
Transfers between Divisions (including fixed account), net	108	37,391	1,536	3
Increase (decrease) in net assets derived from principal transactions	(3,396)	19,639	(35,205)	(784)
Total increase (decrease) in net assets	(2,087)	14,265	(46,818)	(1,024)
<b>Net assets at December 31, 2014</b>	\$ 24,490	\$ 160,492	\$ 243,688	\$ 4,879

*The accompanying notes are an integral part of these financial statements.*

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	Voya Diversified International Fund - Class R	Voya Aggregate Bond Portfolio - Service Class	Voya Global Bond Portfolio - Service Class	Voya Solution 2015 Portfolio - Service Class
<b>Net assets at January 1, 2013</b>	\$ 100	\$ 5,259	\$ 8,567	\$ 15,403
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(1)	105	66	315
Total realized gain (loss) on investments and capital gains distributions	(1)	126	134	(72)
Net unrealized appreciation (depreciation) of investments	17	(370)	(639)	907
Net increase (decrease) in net assets resulting from operations	15	(139)	(439)	1,150
Changes from principal transactions:				
Premiums	—	1	9	9
Death benefits	—	(14)	(54)	—
Surrenders and withdrawals	(3)	(549)	(958)	(1,529)
Contract charges	—	(12)	(21)	(86)
Transfers between Divisions (including fixed account), net	—	(120)	(460)	(41)
Increase (decrease) in net assets derived from principal transactions	(3)	(694)	(1,484)	(1,647)
Total increase (decrease) in net assets	12	(833)	(1,923)	(497)
<b>Net assets at December 31, 2013</b>	112	4,426	6,644	14,906
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	2	34	(28)	206
Total realized gain (loss) on investments and capital gains distributions	(7)	55	84	229
Net unrealized appreciation (depreciation) of investments	(2)	83	(73)	199
Net increase (decrease) in net assets resulting from operations	(7)	172	(17)	634
Changes from principal transactions:				
Premiums	—	—	22	9
Death benefits	—	—	(61)	(546)
Surrenders and withdrawals	(25)	(551)	(942)	(778)
Contract charges	—	(11)	(18)	(82)
Cost of insurance and administrative charges	—	—	—	(1)
Transfers between Divisions (including fixed account), net	(1)	(147)	(102)	(959)
Increase (decrease) in net assets derived from principal transactions	(26)	(709)	(1,101)	(2,357)
Total increase (decrease) in net assets	(33)	(537)	(1,118)	(1,723)
<b>Net assets at December 31, 2014</b>	\$ 79	\$ 3,889	\$ 5,526	\$ 13,183

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	Voya Solution 2025 Portfolio - Service Class	Voya Solution 2035 Portfolio - Service Class	Voya Solution 2045 Portfolio - Service Class	Voya Solution Income Portfolio - Service Class
<b>Net assets at January 1, 2013</b>	\$ 16,392	\$ 9,408	\$ 1,283	\$ 5,875
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	200	76	5	136
Total realized gain (loss) on investments and capital gains distributions	61	52	20	(17)
Net unrealized appreciation (depreciation) of investments	2,127	1,539	235	227
Net increase (decrease) in net assets resulting from operations	2,388	1,667	260	346
Changes from principal transactions:				
Premiums	213	187	2	5
Death benefits	—	—	(42)	(22)
Surrenders and withdrawals	(1,285)	(822)	(221)	(596)
Contract charges	(106)	(60)	(8)	(24)
Transfers between Divisions (including fixed account), net	(23)	(708)	4	637
Increase (decrease) in net assets derived from principal transactions	(1,201)	(1,403)	(265)	—
Total increase (decrease) in net assets	1,187	264	(5)	346
<b>Net assets at December 31, 2013</b>	17,579	9,672	1,278	6,221
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	174	87	7	93
Total realized gain (loss) on investments and capital gains distributions	989	911	173	40
Net unrealized appreciation (depreciation) of investments	(377)	(580)	(120)	145
Net increase (decrease) in net assets resulting from operations	786	418	60	278
Changes from principal transactions:				
Premiums	278	40	2	16
Death benefits	—	—	—	(174)
Surrenders and withdrawals	(424)	(601)	(341)	(602)
Contract charges	(100)	(58)	(7)	(22)
Cost of insurance and administrative charges	(1)	(1)	—	—
Transfers between Divisions (including fixed account), net	145	(7)	(3)	182
Increase (decrease) in net assets derived from principal transactions	(102)	(627)	(349)	(600)
Total increase (decrease) in net assets	684	(209)	(289)	(322)
<b>Net assets at December 31, 2014</b>	\$ 18,263	\$ 9,463	\$ 989	\$ 5,899

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	<b>VY® American Century Small- Mid Cap Value Portfolio - Service Class</b>	<b>VY® Baron Growth Portfolio - Service Class</b>	<b>VY® Columbia Contrarian Core Portfolio - Service Class</b>	<b>VY® Columbia Small Cap Value II Portfolio - Service Class</b>
<b>Net assets at January 1, 2013</b>	\$ 1,828	\$ 351,077	\$ 244,764	\$ 124,999
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	2	(1,893)	(1,039)	(1,340)
Total realized gain (loss) on investments and capital gains distributions	248	45,060	5,625	8,405
Net unrealized appreciation (depreciation) of investments	269	88,983	71,837	36,661
Net increase (decrease) in net assets resulting from operations	519	132,150	76,423	43,726
Changes from principal transactions:				
Premiums	17	7,466	2,962	179
Death benefits	(43)	(4,947)	(3,077)	(1,037)
Surrenders and withdrawals	(132)	(38,918)	(17,302)	(8,301)
Contract charges	(10)	(3,360)	(2,018)	(1,101)
Transfers between Divisions (including fixed account), net	(211)	63,622	(7,146)	(11,914)
Increase (decrease) in net assets derived from principal transactions	(379)	23,863	(26,581)	(22,174)
Total increase (decrease) in net assets	140	156,013	49,842	21,552
<b>Net assets at December 31, 2013</b>	1,968	507,090	294,606	146,551
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	6	(7,404)	(2,862)	(2,144)
Total realized gain (loss) on investments and capital gains distributions	422	68,667	50,782	8,997
Net unrealized appreciation (depreciation) of investments	(205)	(53,090)	(16,834)	(3,651)
Net increase (decrease) in net assets resulting from operations	223	8,173	31,086	3,202
Changes from principal transactions:				
Premiums	149	7,841	2,322	41
Death benefits	(14)	(4,187)	(4,154)	(1,529)
Surrenders and withdrawals	(202)	(51,985)	(26,733)	(12,234)
Contract charges	(9)	(3,417)	(2,152)	(1,047)
Cost of insurance and administrative charges	—	(68)	(37)	(20)
Transfers between Divisions (including fixed account), net	104	(40,244)	3,617	(4,316)
Increase (decrease) in net assets derived from principal transactions	28	(92,060)	(27,137)	(19,105)
Total increase (decrease) in net assets	251	(83,887)	3,949	(15,903)
<b>Net assets at December 31, 2014</b>	\$ 2,219	\$ 423,203	\$ 298,555	\$ 130,648

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	VY® Invesco Comstock Portfolio - Service Class	VY® Invesco Equity and Income Portfolio - Initial Class	VY® Invesco Equity and Income Portfolio - Service Class	VY® Invesco Equity and Income Portfolio - Service 2 Class
<b>Net assets at January 1, 2013</b>	\$ 189,072	\$ 1,502	\$ 176,309	\$ —
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(2,232)	9	(799)	—
Total realized gain (loss) on investments and capital gains distributions	3,764	38	1,387	—
Net unrealized appreciation (depreciation) of investments	63,432	301	40,704	—
Net increase (decrease) in net assets resulting from operations	64,964	348	41,292	—
Changes from principal transactions:				
Premiums	1,557	—	1,868	—
Death benefits	(2,526)	—	(2,646)	—
Surrenders and withdrawals	(24,407)	(175)	(18,013)	—
Contract charges	(1,938)	19	(1,486)	—
Transfers between Divisions (including fixed account), net	41,429	2	45,458	—
Increase (decrease) in net assets derived from principal transactions	14,115	(154)	25,181	—
Total increase (decrease) in net assets	79,079	194	66,473	—
<b>Net assets at December 31, 2013</b>	268,151	1,696	242,782	—
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	334	13	2,573	(490)
Total realized gain (loss) on investments and capital gains distributions	33,541	92	58,450	15,885
Net unrealized appreciation (depreciation) of investments	(14,387)	25	(39,068)	15,835
Net increase (decrease) in net assets resulting from operations	19,488	130	21,955	31,230
Changes from principal transactions:				
Premiums	1,442	—	211	474,485
Death benefits	(3,369)	—	(9,817)	—
Surrenders and withdrawals	(32,611)	(158)	(62,177)	—
Contract charges	(2,044)	—	(3,008)	—
Cost of insurance and administrative charges	(44)	—	(113)	—
Transfers between Divisions (including fixed account), net	23,722	—	608,263	2
Increase (decrease) in net assets derived from principal transactions	(12,904)	(158)	533,359	474,487
Total increase (decrease) in net assets	6,584	(28)	555,314	505,717
<b>Net assets at December 31, 2014</b>	\$ 274,735	\$ 1,668	\$ 798,096	\$ 505,717

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	<b>VY® JPMorgan Mid Cap Value Portfolio - Service Class</b>	<b>VY® Oppenheimer Global Portfolio - Initial Class</b>	<b>VY® Oppenheimer Global Portfolio - Service Class</b>	<b>VY® T. Rowe Price Diversified Mid Cap Growth Portfolio - Service Class</b>
<b>Net assets at January 1, 2013</b>	\$ 168,040	\$ 4,775	\$ 130,891	\$ 8,501
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(2,456)	7	(723)	(77)
Total realized gain (loss) on investments and capital gains distributions	23,920	304	(381)	1,684
Net unrealized appreciation (depreciation) of investments	32,787	794	34,374	892
Net increase (decrease) in net assets resulting from operations	54,251	1,105	33,270	2,499
Changes from principal transactions:				
Premiums	2,622	—	1,299	101
Death benefits	(2,288)	(193)	(1,366)	(29)
Surrenders and withdrawals	(19,720)	(610)	(11,613)	(1,880)
Contract charges	(1,774)	(2)	(1,060)	(51)
Transfers between Divisions (including fixed account), net	43,119	(146)	18,085	(603)
Increase (decrease) in net assets derived from principal transactions	21,959	(951)	5,345	(2,462)
Total increase (decrease) in net assets	76,210	154	38,615	37
<b>Net assets at December 31, 2013</b>	244,250	4,929	169,506	8,538
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(2,161)	(1)	(1,142)	(84)
Total realized gain (loss) on investments and capital gains distributions	38,641	323	8,081	1,426
Net unrealized appreciation (depreciation) of investments	(10,725)	(266)	(5,937)	(545)
Net increase (decrease) in net assets resulting from operations	25,755	56	1,002	797
Changes from principal transactions:				
Premiums	198	—	444	91
Death benefits	(1,812)	(33)	(1,277)	(45)
Surrenders and withdrawals	(23,316)	(469)	(25,026)	(738)
Contract charges	(1,642)	(1)	(1,114)	(44)
Cost of insurance and administrative charges	(30)	(1)	(25)	(1)
Transfers between Divisions (including fixed account), net	(45,622)	(259)	923	(421)
Increase (decrease) in net assets derived from principal transactions	(72,224)	(763)	(26,075)	(1,158)
Total increase (decrease) in net assets	(46,469)	(707)	(25,073)	(361)
<b>Net assets at December 31, 2014</b>	\$ 197,781	\$ 4,222	\$ 144,433	\$ 8,177

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	<b>VY® T. Rowe Price Growth Equity Portfolio - Service Class</b>	<b>VY® Templeton Foreign Equity Portfolio - Service Class</b>	<b>Voya Strategic Allocation Conservative Portfolio - Class S</b>	<b>Voya Strategic Allocation Growth Portfolio - Class S</b>
<b>Net assets at January 1, 2013</b>	\$ 158,174	\$ 609,649	\$ 1,560	\$ 505
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(3,100)	(2,511)	19	2
Total realized gain (loss) on investments and capital gains distributions	9,460	13,009	(36)	(22)
Net unrealized appreciation (depreciation) of investments	52,362	92,520	203	122
Net increase (decrease) in net assets resulting from operations	58,722	103,018	186	102
Changes from principal transactions:				
Premiums	1,396	4,230	504	(31)
Death benefits	(1,839)	(6,779)	—	—
Surrenders and withdrawals	(14,508)	(42,823)	—	(8)
Contract charges	(1,448)	(4,752)	—	(1)
Transfers between Divisions (including fixed account), net	57,847	5,234	—	(1)
Increase (decrease) in net assets derived from principal transactions	41,448	(44,890)	504	(41)
Total increase (decrease) in net assets	100,170	58,128	690	61
<b>Net assets at December 31, 2013</b>	258,344	667,777	2,250	566
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(4,280)	2,852	35	4
Total realized gain (loss) on investments and capital gains distributions	41,776	23,006	12	(2)
Net unrealized appreciation (depreciation) of investments	(23,607)	(77,375)	77	27
Net increase (decrease) in net assets resulting from operations	13,889	(51,517)	124	29
Changes from principal transactions:				
Premiums	2,037	3,078	(207)	76
Death benefits	(2,354)	(7,284)	—	—
Surrenders and withdrawals	(26,655)	(69,227)	—	—
Contract charges	(1,930)	(4,588)	—	—
Cost of insurance and administrative charges	(34)	(121)	—	—
Transfers between Divisions (including fixed account), net	1,790	10,476	—	(2)
Increase (decrease) in net assets derived from principal transactions	(27,146)	(67,666)	(207)	74
Total increase (decrease) in net assets	(13,257)	(119,183)	(83)	103
<b>Net assets at December 31, 2014</b>	\$ 245,087	\$ 548,594	\$ 2,167	\$ 669

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	Voya Strategic Allocation Moderate Portfolio - Class S	Voya Growth and Income Portfolio - Class A	Voya Growth and Income Portfolio - Class I	Voya Growth and Income Portfolio - Class S
<b>Net assets at January 1, 2013</b>	\$ 1,042	\$ 1,198,252	\$ 65	\$ 701,221
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	9	(10,986)	1	(5,109)
Total realized gain (loss) on investments and capital gains distributions	(20)	38,674	14	49,218
Net unrealized appreciation (depreciation) of investments	181	286,976	150	138,714
Net increase (decrease) in net assets resulting from operations	170	314,664	165	182,823
Changes from principal transactions:				
Premiums	—	7,763	3	617
Death benefits	—	(16,106)	—	(12,734)
Surrenders and withdrawals	(15)	(94,199)	(57)	(77,286)
Contract charges	(4)	(9,609)	—	(4,774)
Transfers between Divisions (including fixed account), net	210	(50,917)	761	(19,438)
Increase (decrease) in net assets derived from principal transactions	191	(163,068)	707	(113,615)
Total increase (decrease) in net assets	361	151,596	872	69,208
<b>Net assets at December 31, 2013</b>	1,403	1,349,848	937	770,429
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	14	(3,465)	5	(735)
Total realized gain (loss) on investments and capital gains distributions	58	212,055	125	141,416
Net unrealized appreciation (depreciation) of investments	(4)	(105,058)	(55)	(80,321)
Net increase (decrease) in net assets resulting from operations	68	103,532	75	60,360
Changes from principal transactions:				
Premiums	—	6,337	2	61
Death benefits	—	(17,571)	(1)	(12,901)
Surrenders and withdrawals	(281)	(157,425)	(156)	(86,418)
Contract charges	(4)	(9,342)	—	(4,386)
Cost of insurance and administrative charges	—	(234)	—	(205)
Transfers between Divisions (including fixed account), net	3	(24,332)	(5)	(19,944)
Increase (decrease) in net assets derived from principal transactions	(282)	(202,567)	(160)	(123,793)
Total increase (decrease) in net assets	(214)	(99,035)	(85)	(63,433)
<b>Net assets at December 31, 2014</b>	\$ 1,189	\$ 1,250,813	\$ 852	\$ 706,996

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	Voya GET U.S. Core Portfolio - Series 14	Voya Euro STOXX 50® Index Portfolio - Class A	Voya FTSE 100® Index Portfolio - Class A	Voya Global Value Advantage Portfolio - Class S
<b>Net assets at January 1, 2013</b>	\$ 23,800	\$ 8,828	\$ 2,261	\$ 176,328
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	266	160	89	3,255
Total realized gain (loss) on investments and capital gains distributions	(236)	839	219	7,830
Net unrealized appreciation (depreciation) of investments	(475)	2,467	346	8,092
Net increase (decrease) in net assets resulting from operations	(445)	3,466	654	19,177
Changes from principal transactions:				
Premiums	1	143	(4,823)	1,701
Death benefits	(368)	(167)	(63)	(1,263)
Surrenders and withdrawals	(3,748)	(1,161)	(1,082)	(12,269)
Contract charges	(5)	(130)	(100)	(1,518)
Transfers between Divisions (including fixed account), net	(15)	24,435	8,323	(6,690)
Increase (decrease) in net assets derived from principal transactions	(4,135)	23,120	2,255	(20,039)
Total increase (decrease) in net assets	(4,580)	26,586	2,909	(862)
<b>Net assets at December 31, 2013</b>	19,220	35,414	5,170	175,466
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	471	412	96	2,052
Total realized gain (loss) on investments and capital gains distributions	(1,540)	1,636	435	9,130
Net unrealized appreciation (depreciation) of investments	886	(6,228)	(1,112)	(5,869)
Net increase (decrease) in net assets resulting from operations	(183)	(4,180)	(581)	5,313
Changes from principal transactions:				
Premiums	—	159	4,094	1,201
Death benefits	(15)	(171)	(138)	(1,685)
Surrenders and withdrawals	(2,928)	(2,301)	(1,324)	(12,771)
Contract charges	—	(228)	(94)	(1,473)
Cost of insurance and administrative charges	(9)	(3)	(2)	(28)
Transfers between Divisions (including fixed account), net	(16,085)	(2,238)	(1,382)	(1,111)
Increase (decrease) in net assets derived from principal transactions	(19,037)	(4,782)	1,154	(15,867)
Total increase (decrease) in net assets	(19,220)	(8,962)	573	(10,554)
<b>Net assets at December 31, 2014</b>	\$ —	\$ 26,452	\$ 5,743	\$ 164,912

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	Voya Hang Seng Index Portfolio - Class S	Voya Index Plus LargeCap Portfolio - Class S	Voya Index Plus MidCap Portfolio - Class S	Voya Index Plus SmallCap Portfolio - Class S
<b>Net assets at January 1, 2013</b>	\$ 52,710	\$ 120,472	\$ 108,177	\$ 81,420
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	1,116	45	(876)	(860)
Total realized gain (loss) on investments and capital gains distributions	(1,325)	1,926	1,667	1,453
Net unrealized appreciation (depreciation) of investments	51	31,548	31,727	29,806
Net increase (decrease) in net assets resulting from operations	(158)	33,519	32,518	30,399
Changes from principal transactions:				
Premiums	251	132	176	127
Death benefits	(299)	(1,886)	(1,696)	(1,065)
Surrenders and withdrawals	(3,382)	(16,225)	(8,815)	(5,858)
Contract charges	(437)	(659)	(803)	(640)
Transfers between Divisions (including fixed account), net	(9,304)	(4,604)	(5,268)	(5,018)
Increase (decrease) in net assets derived from principal transactions	(13,171)	(23,242)	(16,406)	(12,454)
Total increase (decrease) in net assets	(13,329)	10,277	16,112	17,945
<b>Net assets at December 31, 2013</b>	39,381	130,749	124,289	99,365
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	184	(356)	(1,322)	(1,175)
Total realized gain (loss) on investments and capital gains distributions	1,556	6,042	8,844	3,845
Net unrealized appreciation (depreciation) of investments	(1,602)	8,333	921	79
Net increase (decrease) in net assets resulting from operations	138	14,019	8,443	2,749
Changes from principal transactions:				
Premiums	122	2	71	39
Death benefits	(281)	(2,052)	(1,303)	(842)
Surrenders and withdrawals	(5,226)	(15,584)	(13,890)	(11,279)
Contract charges	(324)	(612)	(750)	(599)
Cost of insurance and administrative charges	(6)	(35)	(23)	(17)
Transfers between Divisions (including fixed account), net	(277)	(2,936)	(3,977)	(2,487)
Increase (decrease) in net assets derived from principal transactions	(5,992)	(21,217)	(19,872)	(15,185)
Total increase (decrease) in net assets	(5,854)	(7,198)	(11,429)	(12,436)
<b>Net assets at December 31, 2014</b>	\$ 33,527	\$ 123,551	\$ 112,860	\$ 86,929

*The accompanying notes are an integral part of these financial statements.*

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	Voya International Index Portfolio - Class A	Voya International Index Portfolio - Class S	Voya Japan TOPIX® Index Portfolio - Class A	Voya Russell™ Large Cap Growth Index Portfolio - Class S
<b>Net assets at January 1, 2013</b>	\$ —	\$ 45,019	\$ 4,664	\$ 152,860
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	—	187	11	(827)
Total realized gain (loss) on investments and capital gains distributions	—	2,639	777	16,310
Net unrealized appreciation (depreciation) of investments	—	7,265	685	27,707
Net increase (decrease) in net assets resulting from operations	—	10,091	1,473	43,190
Changes from principal transactions:				
Premiums	—	339	4,966	841
Death benefits	—	(610)	(8)	(1,668)
Surrenders and withdrawals	—	(4,348)	(347)	(18,715)
Contract charges	—	(420)	(37)	(1,280)
Transfers between Divisions (including fixed account), net	—	15,964	2,601	12,599
Increase (decrease) in net assets derived from principal transactions	—	10,925	7,175	(8,223)
Total increase (decrease) in net assets	—	21,016	8,648	34,967
<b>Net assets at December 31, 2013</b>	—	66,035	13,312	187,827
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(5,240)	(614)	(97)	(1,458)
Total realized gain (loss) on investments and capital gains distributions	2,326	3,500	282	24,144
Net unrealized appreciation (depreciation) of investments	(41,739)	(6,566)	(1,203)	(2,031)
Net increase (decrease) in net assets resulting from operations	(44,653)	(3,680)	(1,018)	20,655
Changes from principal transactions:				
Premiums	4,282	31	(3,915)	2,148
Death benefits	(8,109)	(368)	(7)	(2,263)
Surrenders and withdrawals	(89,674)	(5,593)	(848)	(25,343)
Contract charges	(5,789)	(405)	(47)	(1,430)
Cost of insurance and administrative charges	(136)	(9)	(1)	(44)
Transfers between Divisions (including fixed account), net	1,026,895	(11,196)	1,904	47,611
Increase (decrease) in net assets derived from principal transactions	927,469	(17,540)	(2,914)	20,679
Total increase (decrease) in net assets	882,816	(21,220)	(3,932)	41,334
<b>Net assets at December 31, 2014</b>	\$ 882,816	\$ 44,815	\$ 9,380	\$ 229,161

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	Voya Russell™ Large Cap Index Portfolio - Class S	Voya Russell™ Large Cap Value Index Portfolio - Class S	Voya Russell™ Mid Cap Growth Index Portfolio - Class S	Voya Russell™ Mid Cap Index Portfolio - Class S
<b>Net assets at January 1, 2013</b>	\$ 330,009	\$ 61,922	\$ 246,554	\$ 123,542
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(1,240)	(354)	(2,760)	(1,293)
Total realized gain (loss) on investments and capital gains distributions	35,114	8,819	25,095	13,212
Net unrealized appreciation (depreciation) of investments	62,921	11,365	55,301	31,278
Net increase (decrease) in net assets resulting from operations	96,795	19,830	77,636	43,197
Changes from principal transactions:				
Premiums	1,884	532	1,360	1,543
Death benefits	(9,166)	(826)	(5,511)	(1,244)
Surrenders and withdrawals	(38,596)	(6,460)	(25,934)	(12,321)
Contract charges	(1,977)	(581)	(1,532)	(1,219)
Transfers between Divisions (including fixed account), net	18,507	11,357	2,619	36,304
Increase (decrease) in net assets derived from principal transactions	(29,348)	4,022	(28,998)	23,063
Total increase (decrease) in net assets	67,447	23,852	48,638	66,260
<b>Net assets at December 31, 2013</b>	397,456	85,774	295,192	189,802
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(1,301)	(394)	(4,299)	(1,807)
Total realized gain (loss) on investments and capital gains distributions	35,555	7,629	32,724	22,047
Net unrealized appreciation (depreciation) of investments	7,558	2,847	(3,963)	(276)
Net increase (decrease) in net assets resulting from operations	41,812	10,082	24,462	19,964
Changes from principal transactions:				
Premiums	1,762	1,312	1,642	1,938
Death benefits	(8,333)	(595)	(5,439)	(1,086)
Surrenders and withdrawals	(47,359)	(9,945)	(34,970)	(21,197)
Contract charges	(2,042)	(694)	(1,527)	(1,569)
Cost of insurance and administrative charges	(109)	(14)	(80)	(25)
Transfers between Divisions (including fixed account), net	51,692	29,983	(347)	38,653
Increase (decrease) in net assets derived from principal transactions	(4,389)	20,047	(40,721)	16,714
Total increase (decrease) in net assets	37,423	30,129	(16,259)	36,678
<b>Net assets at December 31, 2014</b>	\$ 434,879	\$ 115,903	\$ 278,933	\$ 226,480

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	Voya Russell™ Small Cap Index Portfolio - Class S	Voya Small Company Portfolio - Class S	Voya International Value Portfolio - Class S	Voya MidCap Opportunities Portfolio - Class S
<b>Net assets at January 1, 2013</b>	\$ 151,300	\$ 82,209	\$ 6,905	\$ 349,367
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(1,298)	(1,423)	91	(8,612)
Total realized gain (loss) on investments and capital gains distributions	13,392	21,709	(563)	56,044
Net unrealized appreciation (depreciation) of investments	47,208	9,336	1,729	77,217
Net increase (decrease) in net assets resulting from operations	59,302	29,622	1,257	124,649
Changes from principal transactions:				
Premiums	1,447	901	68	2,558
Death benefits	(1,567)	(1,177)	(26)	(7,495)
Surrenders and withdrawals	(15,946)	(8,651)	(652)	(49,810)
Contract charges	(1,531)	(793)	(33)	(3,260)
Transfers between Divisions (including fixed account), net	60,633	459	(360)	144,422
Increase (decrease) in net assets derived from principal transactions	43,036	(9,261)	(1,003)	86,415
Total increase (decrease) in net assets	102,338	20,361	254	211,064
<b>Net assets at December 31, 2013</b>	253,638	102,570	7,159	560,431
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(2,045)	(1,481)	129	(7,040)
Total realized gain (loss) on investments and capital gains distributions	33,030	14,071	(267)	124,580
Net unrealized appreciation (depreciation) of investments	(26,372)	(8,755)	(245)	(86,453)
Net increase (decrease) in net assets resulting from operations	4,613	3,835	(383)	31,087
Changes from principal transactions:				
Premiums	1,746	983	—	2,423
Death benefits	(1,889)	(724)	(8)	(8,728)
Surrenders and withdrawals	(27,117)	(10,996)	(626)	(63,128)
Contract charges	(1,677)	(714)	(32)	(3,173)
Cost of insurance and administrative charges	(33)	(13)	(1)	(149)
Transfers between Divisions (including fixed account), net	(23,511)	(538)	(25)	(28,815)
Increase (decrease) in net assets derived from principal transactions	(52,481)	(12,002)	(692)	(101,570)
Total increase (decrease) in net assets	(47,868)	(8,167)	(1,075)	(70,483)
<b>Net assets at December 31, 2014</b>	\$ 205,770	\$ 94,403	\$ 6,084	\$ 489,948

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	Voya SmallCap Opportunities Portfolio - Class S	Wells Fargo Advantage VT Omega Growth Fund - Class 2	Wells Fargo Advantage VT Index Asset Allocation Fund - Class 2	Wells Fargo Advantage VT Intrinsic Value Fund - Class 2
<b>Net assets at January 1, 2013</b>	58,278	1,122	1,443	747
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(1,076)	(22)	(2)	(7)
Total realized gain (loss) on investments and capital gains distributions	8,247	146	18	1
Net unrealized appreciation (depreciation) of investments	12,438	270	227	193
Net increase (decrease) in net assets resulting from operations	19,609	394	243	187
Changes from principal transactions:				
Premiums	118	(62)	—	(164)
Death benefits	(643)	(38)	—	—
Surrenders and withdrawals	(7,670)	(12)	(113)	(3)
Contract charges	(448)	(2)	(11)	(1)
Transfers between Divisions (including fixed account), net	(1,605)	(1)	(2)	—
Increase (decrease) in net assets derived from principal transactions	(10,248)	(115)	(126)	(168)
Total increase (decrease) in net assets	9,361	279	117	19
<b>Net assets at December 31, 2013</b>	67,639	1,401	1,560	766
<b>Increase (decrease) in net assets</b>				
Operations:				
Net investment income (loss)	(1,021)	(24)	(5)	(9)
Total realized gain (loss) on investments and capital gains distributions	10,107	355	107	11
Net unrealized appreciation (depreciation) of investments	(7,289)	(310)	118	56
Net increase (decrease) in net assets resulting from operations	1,797	21	220	58
Changes from principal transactions:				
Premiums	73	(290)	—	(130)
Death benefits	(501)	—	—	—
Surrenders and withdrawals	(10,261)	—	(392)	—
Contract charges	(392)	—	(11)	—
Cost of insurance and administrative charges	(18)	—	—	—
Transfers between Divisions (including fixed account), net	(1,977)	(1)	(4)	(1)
Increase (decrease) in net assets derived from principal transactions	(13,076)	(291)	(407)	(131)
Total increase (decrease) in net assets	(11,279)	(270)	(187)	(73)
<b>Net assets at December 31, 2014</b>	56,360	1,131	1,373	693

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	<b>Wells Fargo Advantage VT Small Cap Growth Fund - Class 2</b>	<b>Wells Fargo Advantage VT Total Return Bond Fund</b>
<b>Net assets at January 1, 2013</b>	\$ 233	\$ 712
<b>Increase (decrease) in net assets</b>		
Operations:		
Net investment income (loss)	(5)	(3)
Total realized gain (loss) on investments and capital gains distributions	24	28
Net unrealized appreciation (depreciation) of investments	86	(52)
Net increase (decrease) in net assets resulting from operations	105	(27)
Changes from principal transactions:		
Premiums	—	—
Death benefits	—	(25)
Surrenders and withdrawals	(6)	(58)
Contract charges	(2)	(5)
Transfers between Divisions (including fixed account), net	(15)	36
Increase (decrease) in net assets derived from principal transactions	(23)	(52)
Total increase (decrease) in net assets	82	(79)
<b>Net assets at December 31, 2013</b>	315	633
<b>Increase (decrease) in net assets</b>		
Operations:		
Net investment income (loss)	(5)	(2)
Total realized gain (loss) on investments and capital gains distributions	52	7
Net unrealized appreciation (depreciation) of investments	(66)	17
Net increase (decrease) in net assets resulting from operations	(19)	22
Changes from principal transactions:		
Premiums	—	—
Death benefits	—	—
Surrenders and withdrawals	(69)	(114)
Contract charges	(1)	(4)
Cost of insurance and administrative charges	—	—
Transfers between Divisions (including fixed account), net	3	4
Increase (decrease) in net assets derived from principal transactions	(67)	(114)
Total increase (decrease) in net assets	(86)	(92)
<b>Net assets at December 31, 2014</b>	\$ 229	\$ 541

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## **1. Organization**

Voya Insurance and Annuity Company Separate Account B (the “Account”) was established by Voya Insurance and Annuity Company (“VIAC” or the “Company”), which changed its name from ING USA Annuity and Life Insurance Company on September 1, 2014, to support the operations of variable annuity contracts (“Contracts”). The Company is an indirect, wholly owned subsidiary of Voya Financial, Inc. (name changed from ING U.S., Inc.) (“Voya Financial”), a holding company domiciled in the State of Delaware.

In 2009, ING Groep N.V. (“ING”) announced the anticipated separation of its global banking and insurance businesses, including the divestiture of Voya Financial, which together with its subsidiaries, including the Company, constitutes ING's U.S.-based retirement, investment management, and insurance operations. On May 2, 2013, the common stock of Voya Financial began trading on the New York Stock Exchange under the symbol “VOYA”. On May 7, 2013 and May 31, 2013, Voya Financial completed its initial public offering of common stock, including the issuance and sale by Voya Financial of 30,769,230 shares of common stock and the sale by ING Insurance International B.V. (“ING International”), an indirect, wholly owned subsidiary of ING and previously the sole stockholder of Voya Financial, of 44,201,773 shares of outstanding common stock of Voya Financial (collectively, “the IPO”). On September 30, 2013, ING International transferred all of its shares of Voya Financial common stock to ING.

On October 29, 2013, ING completed a sale of 37,950,000 shares of common stock of Voya Financial in a registered public offering (“Secondary Offering”), reducing ING's ownership of Voya Financial to 57%.

On March 25, 2014, ING completed a sale of 30,475,000 shares of common stock of Voya Financial in a registered public offering (the “March 2014, Offering”). Also on March 25, 2014 pursuant to the terms of a share repurchase agreement between ING and Voya Financial, Voya Financial acquired 7,255,853 shares of its common stock from ING (the “March 2014 Direct Share Repurchase”) (the March 2014 Offering and the March 2014 Direct Share Repurchase collectively, the “March 2014 Transactions”). Upon completion of the March 2014 Transactions, ING's ownership of Voya Financial was reduced to approximately 43%.

On September 8, 2014, ING completed a sale of 22,277,993 shares of common stock of Voya Financial in a registered public offering (the “September 2014 Offering”). Also on September 8, 2014 pursuant to the terms of a share repurchase agreement between ING and Voya Financial, Voya Financial acquired 7,722,007 shares of its common stock from ING (the “September 2014 Direct Share Repurchase”) (the September 2014 Offering and the September 2014 Direct Share Repurchase collectively, the “September 2014 Transactions”). Upon completion of the September 2014 Transactions, ING's ownership of Voya Financial was reduced to 32.5%.

On November 18, 2014, ING completed a sale of 30,030,013 shares of common stock of Voya Financial in a registered public offering (the “November 2014 Offering”). Also on November 18, 2014, pursuant to the terms of a share repurchase agreement between ING and Voya Financial, Voya Financial acquired 4,469,987 shares of its common stock from ING (the “November 2014 Direct Share Repurchase”) (the November 2014 Offering and the November 2014 Direct Share

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Repurchase collectively, the “November 2014 Transactions”). Upon completion of the November 2014 Transactions, ING's ownership of Voya Financial was reduced to 19%.

On March 9, 2015, ING completed a sale of 32,018,100 shares of common stock of Voya Financial in a registered public offering (the “March 2015 Offering”). Also on March 9, 2015, pursuant to the terms of a share repurchase agreement between ING and Voya Financial, Voya Financial acquired 13,599,274 shares of its common stock from ING (the “March 2015 Direct Share Buyback”) (the March 2015 Offering and the March 2015 Direct Share Buyback collectively, the “March 2015 Transactions”). Upon completion of the March 2015 Transactions, ING has exited its stake in Voya Financial common stock. ING continues to hold warrants to purchase up to 26,050,846 shares of Voya Financial common stock at an exercise price of \$48.75, in each case subject to adjustments. As a result of the completion of the March 2015 Transactions, ING has satisfied the provisions of its agreement with the European Union regarding the divestment of its U.S. insurance and investment operations, which required ING to divest 100% of its ownership interest in Voya Financial together with its subsidiaries, by the end of 2016.

The Account includes Voya Architect Contracts, Voya GoldenSelect Contracts, Voya Retirement Solutions Rollover Choice Contracts and Voya SmartDesign Contracts (collectively, the “Contracts”), that ceased being available to new contract owners. These Contracts were, however, still available to existing contract owners. Voya GoldenSelect Contracts included Access, DVA Plus, Premium Plus, ES II and Landmark. Voya SmartDesign Contracts include Advantage, Signature Variable Annuity and Variable Annuity.

The Account also includes the following discontinued offerings:

ING GoldenSelect Contracts:  
Access One (September 2003)  
DVA and DVA Series 100 (May 2000)  
DVA 80 (May 1991)  
DVA Plus (January 2004)  
Generations (October 2008)  
Granite PrimElite (May 2001)  
Opportunities and Legends (March 2007)  
Value (June 2003)  
ING Simplicity Contracts (August 2007)  
ING SmartDesign Contracts:  
Variable Annuity, Advantage and Signature (April 2008)  
Wells Fargo ING Contracts:  
Opportunities and Landmark (June 2006)  
ING Customized Solutions Focus Contracts (September 2004)

The Account is registered as a unit investment trust with the Securities Exchange Commission (“SEC”) under the Investment Company Act of 1940, as amended. VIAC provides for variable accumulation and benefits under the Contracts by crediting annuity considerations to one or more divisions within the Account or the VIAC guaranteed interest division, the VIAC fixed interest division and the fixed account (an investment option in the Company’s general account), as directed by the contract owners. The portion of the Account’s assets applicable to Contracts will not be charged with liabilities arising out of any other business VIAC may conduct, but obligations of the Account, including the promise to make benefit payments, are obligations of VIAC. Under applicable insurance law, the assets and liabilities of the Account are clearly identified and distinguished from the other assets and liabilities of VIAC.

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At December 31, 2014, the Account had 117 investment divisions (the “Divisions”), 21 of which invest in independently managed mutual funds and 96 of which invest in mutual funds managed by affiliates, either Directed Services LLC (“DSL”) or Voya Investments, LLC (“VIL”). The assets in each Division are invested in shares of a designated mutual fund (“Fund”) of various investment trusts (the “Trusts”). All “ING” branded Trusts and Funds, excluding the “ING” branded Funds listed in the closed Divisions table, were rebranded with “Voya” or “VY” as of May 1, 2014.

Investment Divisions with assets balances at December 31, 2014 and related Trusts are as follows:

**AIM Variable Insurance Funds:**

Invesco V.I. American Franchise Fund - Series I Shares

**BlackRock Variable Series Funds, Inc.:**

BlackRock Global Allocation V.I. Fund - Class III Shares

**Columbia Funds Variable Insurance Trust:**

Columbia Asset Allocation Fund, Variable Series - Class A

Columbia Small Cap Value Fund, Variable Series - Class B

Columbia Small Company Growth Fund, Variable Series - Class

**Columbia Funds Variable Series Trust II:**

Columbia VP Large Cap Growth Fund - Class 1

**Fidelity® Variable Insurance Products:**

Fidelity® VIP Equity-Income Portfolio - Service Class 2

**Franklin Templeton Variable Insurance Products Trust:**

Franklin Small Cap Value VIP Fund - Class 2

**Legg Mason Partners Variable Equity Trust:**

ClearBridge Variable Large Cap Value Portfolio - Class I

**Legg Mason Partners Variable Income Trust:**

Western Asset Variable High Income Portfolio

**Oppenheimer Variable Account Funds:**

Oppenheimer Main Street Small Cap Fund®/VA - Service

**PIMCO Variable Insurance Trust:**

PIMCO Real Return Portfolio - Administrative Class

**Pioneer Variable Contracts Trust:**

Pioneer Equity Income VCT Portfolio - Class II

**ProFunds:**

ProFund VP Bull

ProFund VP Europe 30

ProFund VP Rising Rates Opportunity

**Voya Balanced Portfolio, Inc.:**

Voya Balanced Portfolio - Class S

**Voya Intermediate Bond Portfolio:**

Voya Intermediate Bond Portfolio - Class S

**Voya Balanced Portfolio, Inc.:**

Voya Balanced Portfolio - Class S

**Voya Intermediate Bond Portfolio:**

Voya Intermediate Bond Portfolio - Class S

**Voya Investors Trust:**

Voya Global Perspectives Portfolio - Class A

Voya Global Resources Portfolio - Adviser Class

Voya Global Resources Portfolio - Service Class

Voya Global Resources Portfolio - Service 2 Class

Voya High Yield Portfolio - Service Class

Voya Large Cap Growth Portfolio - Adviser Class

Voya Large Cap Growth Portfolio - Institutional Class

Voya Large Cap Growth Portfolio - Service Class

Voya Large Cap Growth Portfolio - Service 2 Class

Voya Large Cap Value Portfolio - Service Class

Voya Limited Maturity Bond Portfolio - Service Class

Voya Liquid Assets Portfolio - Service Class

Voya Liquid Assets Portfolio - Service 2 Class

Voya Multi-Manager Large Cap Core Portfolio - Service Class

Voya Retirement Conservative Portfolio - Adviser Class

Voya Retirement Growth Portfolio - Adviser Class

Voya Retirement Moderate Growth Portfolio - Adviser Class

Voya Retirement Moderate Portfolio - Adviser Class

VY® BlackRock Inflation Protected Bond Portfolio - Service Class

VY® Clarion Global Real Estate Portfolio - Service Class

VY® Clarion Global Real Estate Portfolio - Service 2 Class

VY® Clarion Real Estate Portfolio - Service Class

VY® Clarion Real Estate Portfolio - Service 2 Class

VY® DFA World Equity Portfolio - Service Class

VY® FMR Diversified Mid Cap Portfolio - Service Class

VY® FMR Diversified Mid Cap Portfolio - Service 2 Class

VY® Franklin Income Portfolio - Service Class

VY® Franklin Income Portfolio - Service 2 Class

VY® Franklin Mutual Shares Portfolio - Service Class

VY® Franklin Templeton Founding Strategy Portfolio - Service Class

VY® Invesco Growth and Income Portfolio - Service Class

VY® Invesco Growth and Income Portfolio - Service 2 Class

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**Voya Investors Trust (continued):**

VY® JPMorgan Emerging Markets Equity Portfolio - Service Class  
VY® JPMorgan Emerging Markets Equity Portfolio - Service 2 Class  
VY® JPMorgan Small Cap Core Equity Portfolio - Service Class  
VY® JPMorgan Small Cap Core Equity Portfolio - Service 2 Class  
VY® Morgan Stanley Global Franchise Portfolio - Service Class  
VY® Morgan Stanley Global Franchise Portfolio - Service 2 Class  
VY® T. Rowe Price Capital Appreciation Portfolio - Service Class  
VY® T. Rowe Price Capital Appreciation Portfolio - Service 2 Class  
VY® T. Rowe Price Equity Income Portfolio - Service Class  
VY® T. Rowe Price Equity Income Portfolio - Service 2 Class  
VY® T. Rowe Price International Stock Portfolio - Service Class  
VY® Templeton Global Growth Portfolio - Service Class  
VY® Templeton Global Growth Portfolio - Service 2 Class

**Voya Mutual Funds:**

Voya Diversified International Fund - Class R

**Voya Partners, Inc.:**

Voya Aggregate Bond Portfolio - Service Class  
Voya Global Bond Portfolio - Service Class  
Voya Solution 2015 Portfolio - Service Class  
Voya Solution 2025 Portfolio - Service Class  
Voya Solution 2035 Portfolio - Service Class  
Voya Solution 2045 Portfolio - Service Class  
Voya Solution Income Portfolio - Service Class  
VY® American Century Small-Mid Cap Value Portfolio - Service Class  
VY® Baron Growth Portfolio - Service Class  
VY® Columbia Contrarian Core Portfolio - Service Class  
VY® Columbia Small Cap Value II Portfolio - Service Class  
VY® Invesco Comstock Portfolio - Service Class  
VY® Invesco Equity and Income Portfolio - Initial Class  
VY® Invesco Equity and Income Portfolio - Service Class  
VY® Invesco Equity and Income Portfolio - Service 2 Class  
VY® JPMorgan Mid Cap Value Portfolio - Service Class  
VY® Oppenheimer Global Portfolio - Initial Class  
VY® Oppenheimer Global Portfolio - Service Class

**Voya Partners, Inc. (continued):**

VY® T. Rowe Price Diversified Mid Cap Growth Portfolio - Service Class  
VY® T. Rowe Price Growth Equity Portfolio - Service Class  
VY® Templeton Foreign Equity Portfolio - Service Class

**Voya Strategic Allocation Portfolios, Inc.:**

Voya Strategic Allocation Conservative Portfolio - Class S  
Voya Strategic Allocation Growth Portfolio - Class S  
Voya Strategic Allocation Moderate Portfolio - Class S

**Voya Variable Funds:**

Voya Growth and Income Portfolio - Class A  
Voya Growth and Income Portfolio - Class I  
Voya Growth and Income Portfolio - Class S

**Voya Variable Portfolios, Inc.:**

Voya Euro STOXX 50® Index Portfolio - Class A  
Voya FTSE 100® Index Portfolio - Class A  
Voya Global Value Advantage Portfolio - Class S  
Voya Hang Seng Index Portfolio - Class S  
Voya Index Plus LargeCap Portfolio - Class S  
Voya Index Plus MidCap Portfolio - Class S  
Voya Index Plus SmallCap Portfolio - Class S  
Voya International Index Portfolio - Class A  
Voya International Index Portfolio - Class S  
Voya Japan TOPIX® Index Portfolio - Class A  
Voya Russell™ Large Cap Growth Index Portfolio - Class S  
Voya Russell™ Large Cap Index Portfolio - Class S  
Voya Russell™ Large Cap Value Index Portfolio - Class S  
Voya Russell™ Mid Cap Growth Index Portfolio - Class S  
Voya Russell™ Mid Cap Index Portfolio - Class S  
Voya Russell™ Small Cap Index Portfolio - Class S  
Voya Small Company Portfolio - Class S  
Voya U.S. Bond Index Portfolio - Class S

**Voya Variable Products Trust:**

Voya International Value Portfolio - Class S  
Voya MidCap Opportunities Portfolio - Class S  
Voya SmallCap Opportunities Portfolio - Class S

**Wells Fargo Funds Trust:**

Wells Fargo Advantage VT Omega Growth Fund - Class 2

**Wells Fargo Variable Trust:**

Wells Fargo Advantage VT Index Asset Allocation Fund - Class  
Wells Fargo Advantage VT Intrinsic Value Fund - Class 2  
Wells Fargo Advantage VT Small Cap Growth Fund - Class 2  
Wells Fargo Advantage VT Total Return Bond Fund

**VOYA INSURANCE AND ANNUITY COMPANY**  
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The names of certain Trusts and Divisions were changed during 2014. The following is a summary of current and former names for those Trusts and Divisions excluding any name changes associated with rebranding from the “ING” brand to new Voya brand:

Current Name	Former Name
<b>Franklin Templeton Variable Insurance Products Trust:</b>	<b>Franklin Templeton Variable Insurance Products Trust:</b>
Franklin Small Cap Value VIP Fund - Class 2	Franklin Small Cap Value Securities Fund - Class 2
<b>Voya Investors Trust:</b>	<b>ING Investors Trust:</b>
ING Total Return Bond Portfolio - Service Class	ING PIMCO Total Return Bond Portfolio - Service Class
ING Total Return Bond Portfolio - Service 2 Class	ING PIMCO Total Return Bond Portfolio - Service 2 Class
Voya High Yield Portfolio - Service Class	ING PIMCO High Yield Portfolio - Service Class
<b>Voya Partners, Inc.:</b>	<b>ING Partners, Inc.:</b>
Voya Aggregate Bond Portfolio - Service Class	ING PIMCO Total Return Portfolio - Service Class

During 2014, the following Divisions were closed to contract owners:

**Voya Investors Trust:**

ING American Funds Asset Allocation Portfolio  
ING American Funds Global Growth and Income Portfolio  
ING American Funds International Growth and Income Portfolio  
ING American Funds International Portfolio  
ING American Funds World Allocation Portfolio  
ING Bond Portfolio  
ING Total Return Bond Portfolio - Service Class  
ING Total Return Bond Portfolio - Service 2 Class  
VY® BlackRock Health Sciences Opportunities Portfolio - Service Class  
VY® BlackRock Large Cap Growth Portfolio - Institutional Class  
VY® BlackRock Large Cap Growth Portfolio - Service Class  
VY® Marsico Growth Portfolio - Service Class  
VY® Marsico Growth Portfolio - Service 2 Class  
VY® MFS Total Return Portfolio - Service Class  
VY® MFS Total Return Portfolio - Service 2 Class  
VY® MFS Utilities Portfolio - Service Class

**Voya Variable Insurance Trust:**

Voya GET U.S. Core Portfolio - Series 14

## 2. Significant Accounting Policies

The following is a summary of the significant accounting policies of the Account:

### *Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from reported results using those estimates.

*Investments*

Investments are made in shares of a Division and are recorded at fair value, determined by the net asset value per share of the respective Division. Investment transactions in each Division are recorded on the trade date. Distributions of net investment income and capital gains from each Division are recognized on the ex-distribution date. Realized gains and losses on redemptions of the shares of the Division are determined on a first-in, first-out basis. The difference between cost and current fair value of investments owned on the day of measurement is recorded as unrealized appreciation or depreciation of investments.

*Federal Income Taxes*

Operations of the Account form a part of, and are taxed with, the total operations of VIAC, which is taxed as a life insurance company under the Internal Revenue Code ("IRC"). Under the current provisions of the IRC, the Company does not expect to incur federal income taxes on the earnings of the Account to the extent the earnings are credited to contract owners. Accordingly, earnings and realized capital gains of the Account attributable to the contract owners are excluded in the determination of the federal income tax liability of VIAC, and no charge is being made to the Account for federal income taxes for these amounts. The Company will review this tax accounting in the event of changes in the tax law. Such changes in the law may result in a charge for federal income taxes.

*Contract Owner Reserves*

The annuity reserves of the Account are represented by net assets on the Statements of Assets and Liabilities and are equal to the aggregate account values of the contract owners invested in the Account Divisions. To the extent that benefits to be paid to the contract owners exceed their account values, VIAC will contribute additional funds to the benefit proceeds. Conversely, if amounts allocated exceed amounts required, transfers may be made to VIAC. Prior to the annuitization date, the Contracts are redeemable for the net cash surrender value of the Contracts.

*Changes from Principal Transactions*

Included in Changes from principal transactions on the Statements of Changes in Net Assets are items which relate to contract owner activity, including deposits, surrenders and withdrawals, benefits, and contract charges. Also included are transfers between the fixed account and the Divisions, transfers between Divisions, and transfers to (from) VIAC related to gains and losses resulting from actual mortality experience (the full responsibility for which is assumed by VIAC).

*Subsequent Events*

The Account has evaluated subsequent events for recognition and disclosure through the date the financial statements as of December 31, 2014 and for the years ended December 31, 2014 and 2013, were issued.

### **3. Financial Instruments**

The Account invests assets in shares of open-end mutual funds, which process orders to purchase and redeem shares on a daily basis at the fund's next computed net asset values ("NAV"). The fair value of the Account's assets is based on the NAVs of mutual funds, which are obtained from the custodian and reflect the fair values of the mutual fund investments. The NAV is calculated daily upon close of the New York Stock Exchange and is based on the fair values of the underlying securities.

The Account's financial assets are recorded at fair value on the Statements of Assets and Liabilities and are categorized as Level 1 as of December 31, 2014 based on the priority of the inputs to the valuation technique below. There were no transfers among the levels for the year ended December 31, 2014. The Account had no financial liabilities as of December 31, 2014.

The Account categorizes its financial instruments into a three-level hierarchy based on the priority of the inputs to the valuation technique. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure fair value fall within different levels of the hierarchy, the category level is based on the lowest priority level input that is significant to the fair value measurement of the instrument.

- Level 1 - Unadjusted quoted prices for identical assets or liabilities in an active market. The Account defines an active market as a market in which transactions take place with sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2 - Quoted prices in markets that are not active or valuation techniques that require inputs that are observable either directly or indirectly for substantially the full term of the asset or liability. Level 2 inputs include the following:
  - a) Quoted prices for similar assets or liabilities in active markets;
  - b) Quoted prices for identical or similar assets or liabilities in non-active markets;
  - c) Inputs other than quoted market prices that are observable; and
  - d) Inputs that are derived principally from or corroborated by observable market data through correlation or other means.
- Level 3 - Prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These valuations, whether derived internally or obtained from a third party, use critical assumptions that are not widely available to estimate market participant expectations in valuing the asset or liability.

### **4. Charges and Fees**

Under the terms of all Contracts, certain charges and fees are incurred by the Contracts to cover VIAC's expenses in connection with the issuance and administration of the Contracts. Following is a summary of these charges and fees:

#### *Mortality and Expense Risk Charges*

VIAC assumes mortality and expense risks related to the operations of the Account and, in accordance with the terms of the Contracts, deducts a daily charge from the assets of the Account.

Daily charges are deducted at annual rates of 0.35% to 2.20% of the average daily net asset value of each Division of the Account to cover these risks, as specified in the Contracts. These charges are assessed through a reduction in unit values.

*Asset Based Administrative Charges*

A charge to cover administrative expenses of the Account is deducted at an annual rate of 0.15% of the assets attributable to the Contracts. These charges are assessed through a reduction in unit values.

*Contract Maintenance Charges*

An annual Contract maintenance fee of up to \$40 may be deducted from the accumulation value of Contracts to cover ongoing administrative expenses, as specified in the Contracts. These charges are assessed through the redemption of units.

*Contingent Deferred Sales Charges*

For certain Contracts, a contingent deferred sales charge (“Surrender Charge”) is imposed as a percentage that ranges up to 8.00% of each premium payment if the Contract is surrendered or an excess partial withdrawal is taken as specified in the Contract. These charges are assessed through the redemption of units.

*Withdrawal and Distribution Charges*

For certain Contracts, a charge is deducted from the accumulation value for contract owners taking more than one conventional partial withdrawal during a Contract year. For certain Contracts, annual distribution fees are deducted from the Contracts’ accumulation values. These charges are assessed through the redemption of units.

*Other Contract Charges*

For certain Contracts, an additional annual charge of 0.50% is deducted daily from the accumulation value for amounts invested in the Voya GET U.S. Core Portfolio Funds. These charges are assessed through a reduction in unit values.

Certain Contracts contain optional riders that are available for an additional charge, such as minimum guaranteed income benefits and minimum guaranteed withdrawal benefits. The amounts charged for these optional benefits vary based on a number of factors and are defined in the Contracts. These charges are assessed through the redemption of units.

*Fees Waived by VIAC*

Certain charges and fees for various types of Contracts may be waived by VIAC. VIAC reserves the right to discontinue these waivers at its discretion or to conform with changes in the law.

**5. Related Party Transactions**

During the year ended December 31, 2014, management fees were paid to DSL, an affiliate of the Company, in its capacity as investment adviser to the Voya Investors Trust and Voya Partners, Inc. The Trust's advisory agreement provided for a fee at annual rates up to 1.25% of the average net assets of each respective Fund.

Management fees were also paid to VIL, an affiliate of the Company, in its capacity as investment adviser to the Voya Balanced Portfolio, Inc., Voya Intermediate Bond Portfolio, Voya Mutual Funds, Voya Strategic Allocation Portfolio, Inc., Voya Variable Funds, Voya Variable Portfolios, Inc., and Voya Variable Products Trust. The Trusts' advisory agreement provided for fees at annual rates ranging from 0.05% to 0.80% of the average net assets of each respective Fund.

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**6. Purchases and Sales of Investment Securities**

The aggregate cost of purchases and proceeds from sales of investments for the year ended December 31, 2014 follow:

	<u>Purchases</u>	<u>Sales</u>
	<i>(Dollars in thousands)</i>	
AIM Variable Insurance Funds:		
Invesco V.I. American Franchise Fund - Series I Shares	\$ 8	\$ 4,723
BlackRock Variable Series Funds, Inc.:		
BlackRock Global Allocation V.I. Fund - Class III Shares	133,336	134,265
Columbia Funds Variable Insurance Trust:		
Columbia Asset Allocation Fund, Variable Series - Class A Shares	15	13
Columbia Small Cap Value Fund, Variable Series - Class B Shares	17,658	28,988
Columbia Small Company Growth Fund, Variable Series - Class A Shares	1	2
Columbia Funds Variable Series Trust II:		
Columbia VP Large Cap Growth Fund - Class 1	—	16
Fidelity® Variable Insurance Products:		
Fidelity® VIP Equity-Income Portfolio - Service Class 2	6,243	32,283
Franklin Templeton Variable Insurance Products Trust:		
Franklin Small Cap Value VIP Fund - Class 2	1,418	1,852
Legg Mason Partners Variable Equity Trust:		
ClearBridge Variable Large Cap Value Portfolio - Class I	8	9
Legg Mason Partners Variable Income Trust:		
Western Asset Variable High Income Portfolio	6	2
Oppenheimer Variable Account Funds:		
Oppenheimer Main Street Small Cap Fund®/VA - Service Shares	598	474
PIMCO Variable Insurance Trust:		
PIMCO Real Return Portfolio - Administrative Class	634	2,316
Pioneer Variable Contracts Trust:		
Pioneer Equity Income VCT Portfolio - Class II	723	2,079
ProFunds:		
ProFund VP Bull	274	3,243
ProFund VP Europe 30	128	1,643
ProFund VP Rising Rates Opportunity	635	857
Voya Balanced Portfolio, Inc.:		
Voya Balanced Portfolio - Class S	138	962
Voya Intermediate Bond Portfolio:		
Voya Intermediate Bond Portfolio - Class S	2,723,646	521,861
Voya Investors Trust:		
ING American Funds Asset Allocation Portfolio	198,404	507,475
ING American Funds Global Growth and Income Portfolio	3,815	25,589
ING American Funds International Growth and Income Portfolio	2,184	19,372
ING American Funds International Portfolio	24,090	1,053,407
ING American Funds World Allocation Portfolio	36,935	195,760
ING Bond Portfolio	18,622	397,570
ING Total Return Bond Portfolio - Service Class	135,103	2,235,488
ING Total Return Bond Portfolio - Service 2 Class	2,961	53,335
Voya Global Perspectives Portfolio - Class A	196,505	33,376
Voya Global Resources Portfolio - Adviser Class	41,043	25,304
Voya Global Resources Portfolio - Service Class	14,881	76,624
Voya Global Resources Portfolio - Service 2 Class	590	4,265

# VOYA INSURANCE AND ANNUITY COMPANY

## SEPARATE ACCOUNT B

### Notes to Financial Statements

	<u>Purchases</u>	<u>Sales</u>
	<i>(Dollars in thousands)</i>	
Voya Investors Trust (continued):		
Voya High Yield Portfolio - Service Class	\$ 84,080	\$ 144,853
Voya Large Cap Growth Portfolio - Adviser Class	165,429	371,230
Voya Large Cap Growth Portfolio - Institutional Class	82	1
Voya Large Cap Growth Portfolio - Service Class	1,070,573	331,287
Voya Large Cap Growth Portfolio - Service 2 Class	18,210	1,954
Voya Large Cap Value Portfolio - Service Class	557,911	168,522
Voya Limited Maturity Bond Portfolio - Service Class	642	9,443
Voya Liquid Assets Portfolio - Service Class	149,298	276,074
Voya Liquid Assets Portfolio - Service 2 Class	8,081	12,070
Voya Multi-Manager Large Cap Core Portfolio - Service Class	20,977	12,794
Voya Retirement Conservative Portfolio - Adviser Class	59,523	112,909
Voya Retirement Growth Portfolio - Adviser Class	73,319	649,967
Voya Retirement Moderate Growth Portfolio - Adviser Class	48,487	412,021
Voya Retirement Moderate Portfolio - Adviser Class	54,783	250,771
VY® BlackRock Health Sciences Opportunities Portfolio - Service Class	163,533	392,501
VY® BlackRock Inflation Protected Bond Portfolio - Service Class	33,037	92,953
VY® BlackRock Large Cap Growth Portfolio - Institutional Class	16	89
VY® BlackRock Large Cap Growth Portfolio - Service Class	50,918	193,735
VY® Clarion Global Real Estate Portfolio - Service Class	2,227	20,695
VY® Clarion Global Real Estate Portfolio - Service 2 Class	23	465
VY® Clarion Real Estate Portfolio - Service Class	3,588	63,119
VY® Clarion Real Estate Portfolio - Service 2 Class	281	4,443
VY® DFA World Equity Portfolio - Service Class	14,436	23,258
VY® FMR Diversified Mid Cap Portfolio - Service Class	111,976	110,808
VY® FMR Diversified Mid Cap Portfolio - Service 2 Class	5,891	6,397
VY® Franklin Income Portfolio - Service Class	65,976	73,223
VY® Franklin Income Portfolio - Service 2 Class	2,290	1,946
VY® Franklin Mutual Shares Portfolio - Service Class	14,199	31,537
VY® Franklin Templeton Founding Strategy Portfolio - Service Class	38,277	100,412
VY® Invesco Growth and Income Portfolio - Service Class	45,605	85,645
VY® Invesco Growth and Income Portfolio - Service 2 Class	3,648	9,571
VY® JPMorgan Emerging Markets Equity Portfolio - Service Class	87,768	111,281
VY® JPMorgan Emerging Markets Equity Portfolio - Service 2 Class	2,337	4,445
VY® JPMorgan Small Cap Core Equity Portfolio - Service Class	48,032	91,031
VY® JPMorgan Small Cap Core Equity Portfolio - Service 2 Class	3,102	7,126
VY® Marsico Growth Portfolio - Service Class	142,557	507,615
VY® Marsico Growth Portfolio - Service 2 Class	5,789	19,462
VY® MFS Total Return Portfolio - Service Class	101,995	680,619
VY® MFS Total Return Portfolio - Service 2 Class	5,112	32,952
VY® MFS Utilities Portfolio - Service Class	169,395	552,298
VY® Morgan Stanley Global Franchise Portfolio - Service Class	46,357	76,779
VY® Morgan Stanley Global Franchise Portfolio - Service 2 Class	6,211	11,491
VY® T. Rowe Price Capital Appreciation Portfolio - Service Class	303,476	349,704
VY® T. Rowe Price Capital Appreciation Portfolio - Service 2 Class	8,386	12,966
VY® T. Rowe Price Equity Income Portfolio - Service Class	71,048	132,347
VY® T. Rowe Price Equity Income Portfolio - Service 2 Class	2,671	4,303
VY® T. Rowe Price International Stock Portfolio - Service Class	38,877	20,079
VY® Templeton Global Growth Portfolio - Service Class	16,357	53,124

# VOYA INSURANCE AND ANNUITY COMPANY

## SEPARATE ACCOUNT B

### Notes to Financial Statements

	<u>Purchases</u>	<u>Sales</u>
	<i>(Dollars in thousands)</i>	
Voya Investors Trust (continued):		
VY® Templeton Global Growth Portfolio - Service 2 Class	\$ 756	\$ 1,582
Voya Mutual Funds:		
Voya Diversified International Fund - Class R	3	26
Voya Partners, Inc.:		
Voya Aggregate Bond Portfolio - Service Class	90	763
Voya Global Bond Portfolio - Service Class	389	1,519
Voya Solution 2015 Portfolio - Service Class	945	3,009
Voya Solution 2025 Portfolio - Service Class	1,686	736
Voya Solution 2035 Portfolio - Service Class	1,040	794
Voya Solution 2045 Portfolio - Service Class	149	367
Voya Solution Income Portfolio - Service Class	524	1,031
VY® American Century Small-Mid Cap Value Portfolio - Service Class	709	363
VY® Baron Growth Portfolio - Service Class	18,899	111,513
VY® Columbia Contrarian Core Portfolio - Service Class	65,888	59,684
VY® Columbia Small Cap Value II Portfolio - Service Class	841	22,089
VY® Invesco Comstock Portfolio - Service Class	56,264	68,833
VY® Invesco Equity and Income Portfolio - Initial Class	70	171
VY® Invesco Equity and Income Portfolio - Service Class	663,333	104,968
VY® Invesco Equity and Income Portfolio - Service 2 Class	560,424	72,603
VY® JPMorgan Mid Cap Value Portfolio - Service Class	14,368	76,216
VY® Oppenheimer Global Portfolio - Initial Class	118	823
VY® Oppenheimer Global Portfolio - Service Class	9,594	34,641
VY® T. Rowe Price Diversified Mid Cap Growth Portfolio - Service Class	799	1,477
VY® T. Rowe Price Growth Equity Portfolio - Service Class	61,334	76,021
VY® Templeton Foreign Equity Portfolio - Service Class	45,903	110,717
Voya Strategic Allocation Portfolios, Inc.:		
Voya Strategic Allocation Conservative Portfolio - Class S	419	591
Voya Strategic Allocation Growth Portfolio - Class S	98	19
Voya Strategic Allocation Moderate Portfolio - Class S	118	387
Voya Variable Funds:		
Voya Growth and Income Portfolio - Class A	160,582	227,861
Voya Growth and Income Portfolio - Class I	110	172
Voya Growth and Income Portfolio - Class S	90,358	136,696
Voya Variable Insurance Trust:		
Voya GET U.S. Core Portfolio - Series 14	640	19,206
Voya Variable Portfolios, Inc.:		
Voya Euro STOXX 50® Index Portfolio - Class A	15,449	19,819
Voya FTSE 100® Index Portfolio - Class A	3,663	1,965
Voya Global Value Advantage Portfolio - Class S	12,251	26,066
Voya Hang Seng Index Portfolio - Class S	13,373	19,181
Voya Index Plus LargeCap Portfolio - Class S	2,101	23,674
Voya Index Plus MidCap Portfolio - Class S	5,775	21,899
Voya Index Plus SmallCap Portfolio - Class S	1,013	17,374
Voya International Index Portfolio - Class A	1,068,131	145,902
Voya International Index Portfolio - Class S	3,716	21,870
Voya Japan TOPIX® Index Portfolio - Class A	8,335	10,501
Voya Russell™ Large Cap Growth Index Portfolio - Class S	80,468	61,247
Voya Russell™ Large Cap Index Portfolio - Class S	67,644	73,334
Voya Russell™ Large Cap Value Index Portfolio - Class S	43,569	22,361

**VOYA INSURANCE AND ANNUITY COMPANY**  
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**Notes to Financial Statements**

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	<b>Purchases</b>	<b>Sales</b>
	<i>(Dollars in thousands)</i>	
Voya Variable Portfolios, Inc. (continued):		
Voya Russell™ Mid Cap Growth Index Portfolio - Class S	\$ 15,245	\$ 60,265
Voya Russell™ Mid Cap Index Portfolio - Class S	80,474	59,129
Voya Russell™ Small Cap Index Portfolio - Class S	43,458	84,718
Voya Small Company Portfolio - Class S	19,708	22,606
Voya U.S. Bond Index Portfolio - Class S	90,442	54,467
Voya Variable Products Trust:		
Voya International Value Portfolio - Class S	479	1,043
Voya MidCap Opportunities Portfolio - Class S	81,468	113,343
Voya SmallCap Opportunities Portfolio - Class S	5,657	14,454
Wells Fargo Funds Trust:		
Wells Fargo Advantage VT Omega Growth Fund - Class 2	242	323
Wells Fargo Variable Trust:		
Wells Fargo Advantage VT Index Asset Allocation Fund - Class 2	22	434
Wells Fargo Advantage VT Intrinsic Value Fund - Class 2	5	145
Wells Fargo Advantage VT Small Cap Growth Fund - Class 2	27	78
Wells Fargo Advantage VT Total Return Bond Fund	13	129

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**7. Changes in Units**

The changes in units outstanding for the years ended December 31, 2014 and 2013 are shown in the following table.

	Year ended December 31				
	2014		2013		Net Increase (Decrease)
	Units Issued	Units Redeemed	Units Issued	Units Redeemed	
AIM Variable Insurance Funds:					
Invesco V.I. American Franchise Fund - Series I Shares	6,155	321,439	108,471	398,420	(289,949)
BlackRock Variable Series Funds, Inc.:					
BlackRock Global Allocation V.I. Fund - Class III Shares	8,224,669	16,150,765	20,956,025	22,103,381	(1,147,356)
Columbia Funds Variable Insurance Trust:					
Columbia Asset Allocation Fund, Variable Series - Class A Shares	6	402	260	3,486	(3,226)
Columbia Small Cap Value Fund, Variable Series - Class B Shares	90,778	1,034,614	888,950	1,695,603	(806,653)
Columbia Small Company Growth Fund, Variable Series - Class A Shares	—	39	1,213	686	527
Columbia Funds Variable Series Trust II:					
Columbia VP Large Cap Growth Fund - Class I	—	1,038	1	4,871	(4,870)
Fidelity® Variable Insurance Products:					
Fidelity® VIP Equity-Income Portfolio - Service Class 2	97,784	1,916,525	1,453,570	3,310,753	(1,857,183)
Franklin Templeton Variable Insurance Products Trust:					
Franklin Small Cap Value VIP Fund - Class 2	19,034	64,028	27,286	95,616	(68,330)
Legg Mason Partners Variable Equity Trust:					
ClearBridge Variable Large Cap Value Portfolio - Class I	—	537	10	586	(576)
Legg Mason Partners Variable Income Trust:					
Western Asset Variable High Income Portfolio	13	12	1	17	5
Oppenheimer Variable Account Funds:					
Oppenheimer Main Street Small Cap Fund®/VA - Service Shares	9,895	15,076	18,004	14,858	3,146
PIMCO Variable Insurance Trust:					
PIMCO Real Return Portfolio - Administrative Class	52,902	175,527	50,678	416,872	(366,194)
Pioneer Variable Contracts Trust:					
Pioneer Equity Income VCT Portfolio - Class II	18,693	90,780	25,060	133,821	(108,761)
ProFunds:					
ProFund VP Bull	18,822	271,740	2,462,232	2,627,593	(165,361)
ProFund VP Europe 30	8,740	142,012	1,232,927	1,372,224	(139,297)
ProFund VP Rising Rates Opportunity	337,661	370,221	4,225,533	4,405,654	(180,121)

**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Year ended December 31					
	2014			2013		
	Units Issued	Units Redeemed	Net Increase (Decrease)	Units Issued	Units Redeemed	Net Increase (Decrease)
Voya Balanced Portfolio, Inc.:						
Voya Balanced Portfolio - Class S	5,276	59,730	(54,454)	13,877	66,455	(52,578)
Voya Intermediate Bond Portfolio:						
Voya Intermediate Bond Portfolio - Class S	205,632,451	54,296,049	151,336,402	27,221,617	31,168,764	(3,947,147)
Voya Investors Trust:						
ING American Funds Asset Allocation Portfolio	—	38,854,627	(38,854,627)	9,924,681	7,453,978	2,470,703
ING American Funds Global Growth and Income Portfolio	—	2,041,047	(2,041,047)	1,607,009	950,663	656,346
ING American Funds International Growth and Income Portfolio	—	1,681,616	(1,681,616)	1,279,880	701,770	578,110
ING American Funds International Portfolio	—	55,332,268	(55,332,268)	7,398,728	12,668,430	(5,269,702)
ING American Funds World Allocation Portfolio	—	12,604,885	(12,604,885)	1,933,640	2,904,399	(970,759)
ING Bond Portfolio	—	35,805,133	(35,805,133)	11,122,462	15,659,190	(4,536,728)
ING Total Return Bond Portfolio - Service Class	—	122,369,81	(122,369,814)	40,970,087	76,926,920	(35,956,833)
ING Total Return Bond Portfolio - Service 2 Class	—	3,560,308	(3,560,308)	882,174	1,573,054	(690,880)
Voya Global Perspectives Portfolio - Class A	20,690,783	4,637,454	16,053,329	2,644,266	304,514	2,339,752
Voya Global Resources Portfolio - Adviser Class	6,351,450	4,843,839	1,507,611	4,170,253	4,785,162	(614,909)
Voya Global Resources Portfolio - Service Class	523,748	2,040,874	(1,517,126)	2,043,323	4,193,713	(2,150,390)
Voya Global Resources Portfolio - Service 2 Class	21,898	148,428	(126,530)	69,500	216,649	(147,149)
Voya High Yield Portfolio - Service Class	6,887,773	11,431,763	(4,543,990)	14,385,054	18,994,786	(4,609,732)
Voya Large Cap Growth Portfolio - Adviser Class	7,290,886	31,177,955	(23,887,069)	12,685,554	33,663,707	(20,978,153)
Voya Large Cap Growth Portfolio - Institutional Class	8,199	58	8,141	—	—	—
Voya Large Cap Growth Portfolio - Service Class	47,543,829	14,966,167	32,577,662	42,191,806	8,451,709	33,740,097
Voya Large Cap Growth Portfolio - Service 2 Class	872,281	87,448	784,833	1,146	4,980	(3,834)
Voya Large Cap Value Portfolio - Service Class	37,839,059	13,426,385	24,412,674	39,917,278	6,594,045	33,323,233
Voya Limited Maturity Bond Portfolio - Service Class	59,492	452,134	(392,642)	1,946,085	2,474,171	(528,086)
Voya Liquid Assets Portfolio - Service Class	34,130,732	42,481,038	(8,350,306)	87,970,851	97,482,923	(9,512,072)
Voya Liquid Assets Portfolio - Service 2 Class	968,025	1,366,964	(398,939)	2,674,163	3,030,695	(356,532)
Voya Multi-Manager Large Cap Core Portfolio - Service Class	1,385,295	1,128,285	257,010	1,673,076	1,964,689	(291,613)
Voya Retirement Conservative Portfolio - Adviser Class	8,160,027	15,620,720	(7,460,693)	19,464,606	30,484,142	(11,019,536)
Voya Retirement Growth Portfolio - Adviser Class	8,400,115	51,654,801	(43,254,686)	17,024,825	46,877,846	(29,853,021)
Voya Retirement Moderate Growth Portfolio - Adviser Class	7,635,583	34,931,925	(27,296,342)	19,105,209	37,160,224	(18,055,015)

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	Year ended December 31					
	2014			2013		
	Units Issued	Units Redeemed	Net Increase (Decrease)	Units Issued	Units Redeemed	Net Increase (Decrease)
Voya Investors Trust (continued):						
Voya Retirement Moderate Portfolio - Adviser Class	6,303,968	23,097,104	(16,793,136)	14,208,751	26,897,446	(12,688,695)
VY® BlackRock Health Sciences Opportunities Portfolio - Service Class	—	17,270,017	(17,270,017)	8,766,148	6,387,551	2,378,597
VY® BlackRock Inflation Protected Bond Portfolio - Service Class	5,896,052	11,019,027	(5,122,975)	10,589,859	29,980,362	(19,390,503)
VY® BlackRock Large Cap Growth Portfolio - Institutional Class	—	6,597	(6,597)	—	575	(575)
VY® BlackRock Large Cap Growth Portfolio - Service Class	—	10,667,858	(10,667,858)	3,721,159	5,310,881	(1,589,722)
VY® Clarion Global Real Estate Portfolio - Service Class	216,124	1,550,019	(1,333,895)	1,554,359	2,696,195	(1,141,836)
VY® Clarion Global Real Estate Portfolio - Service 2 Class	638	32,832	(32,194)	22,795	40,493	(17,698)
VY® Clarion Real Estate Portfolio - Service Class	29,093	836,605	(807,512)	892,339	1,425,188	(532,849)
VY® Clarion Real Estate Portfolio - Service 2 Class	4,723	143,887	(139,164)	88,190	152,505	(64,315)
VY® DFA World Equity Portfolio - Service Class	2,116,962	2,899,551	(782,589)	2,818,109	4,205,300	(1,387,191)
VY® FMR Diversified Mid Cap Portfolio - Service Class	1,654,180	5,835,827	(4,181,647)	5,250,899	10,239,736	(4,988,837)
VY® FMR Diversified Mid Cap Portfolio - Service 2 Class	25,583	231,070	(205,487)	124,868	297,242	(172,374)
VY® Franklin Income Portfolio - Service Class	8,554,305	9,843,487	(1,289,182)	11,666,796	13,154,426	(1,487,630)
VY® Franklin Income Portfolio - Service 2 Class	143,323	133,736	9,587	175,138	246,648	(71,510)
VY® Franklin Mutual Shares Portfolio - Service Class	2,013,375	3,155,170	(1,141,795)	2,811,676	4,192,718	(1,381,042)
VY® Franklin Templeton Founding Strategy Portfolio - Service Class	6,086,614	11,853,383	(5,766,769)	9,814,926	11,413,988	(1,599,062)
VY® Invesco Growth and Income Portfolio - Service Class	1,050,668	2,735,832	(1,685,164)	3,976,758	4,778,673	(801,915)
VY® Invesco Growth and Income Portfolio - Service 2 Class	32,798	436,022	(403,224)	176,125	615,964	(439,839)
VY® JPMorgan Emerging Markets Equity Portfolio - Service Class	4,020,472	7,339,060	(3,318,588)	8,138,332	9,520,810	(1,382,478)
VY® JPMorgan Emerging Markets Equity Portfolio - Service 2 Class	9,320	140,522	(131,202)	115,276	190,351	(75,075)
VY® JPMorgan Small Cap Core Equity Portfolio - Service Class	2,646,318	5,432,206	(2,785,888)	7,594,153	5,979,366	1,614,787
VY® JPMorgan Small Cap Core Equity Portfolio - Service 2 Class	8,997	248,187	(239,190)	74,403	335,412	(261,009)
VY® Marsico Growth Portfolio - Service Class	—	21,521,362	(21,521,362)	7,043,260	9,786,052	(2,742,792)
VY® Marsico Growth Portfolio - Service 2 Class	—	936,562	(936,562)	44,510	232,738	(188,228)
VY® MFS Total Return Portfolio - Service Class	—	21,493,544	(21,493,544)	3,798,744	5,996,629	(2,197,885)
VY® MFS Total Return Portfolio - Service 2 Class	—	1,961,742	(1,961,742)	204,988	509,588	(304,600)
VY® MFS Utilities Portfolio - Service Class	—	21,110,536	(21,110,536)	4,704,451	8,131,013	(3,426,562)
VY® Morgan Stanley Global Franchise Portfolio - Service Class	1,835,351	4,165,701	(2,330,350)	3,431,078	5,114,292	(1,683,214)

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	Year ended December 31					
	2014			2013		
	Units Issued	Units Redeemed	Net Increase (Decrease)	Units Issued	Units Redeemed	Net Increase (Decrease)
Voya Investors Trust (continued):						
VY® Morgan Stanley Global Franchise Portfolio - Service 2 Class	55,674	439,594	(383,920)	156,028	491,307	(335,279)
VY® T. Rowe Price Capital Appreciation Portfolio - Service Class	5,849,694	10,637,387	(4,787,693)	13,043,820	14,965,013	(1,921,193)
VY® T. Rowe Price Capital Appreciation Portfolio - Service 2 Class	85,020	526,563	(441,543)	247,512	748,332	(500,820)
VY® T. Rowe Price Equity Income Portfolio - Service Class	1,783,023	4,459,082	(2,676,059)	6,498,643	8,415,046	(1,916,403)
VY® T. Rowe Price Equity Income Portfolio - Service 2 Class	36,910	208,804	(171,894)	98,856	316,507	(217,651)
VY® T. Rowe Price International Stock Portfolio - Service Class	3,246,334	1,956,972	1,289,362	2,394,315	3,482,765	(1,088,450)
VY® Templeton Global Growth Portfolio - Service Class	1,367,982	2,668,958	(1,300,976)	2,677,867	3,471,401	(793,534)
VY® Templeton Global Growth Portfolio - Service 2 Class	40,795	72,237	(31,442)	54,689	54,697	(8)
Voya Mutual Funds:						
Voya Diversified International Fund - Class R	—	2,469	(2,469)	—	301	(301)
Voya Partners, Inc.:						
Voya Aggregate Bond Portfolio - Service Class	2,136	48,125	(45,989)	12,011	57,885	(45,874)
Voya Global Bond Portfolio - Service Class	27,825	105,079	(77,254)	46,198	152,570	(106,372)
Voya Solution 2015 Portfolio - Service Class	37,503	206,790	(169,287)	37,910	163,170	(125,260)
Voya Solution 2025 Portfolio - Service Class	31,632	38,569	(6,937)	58,750	149,908	(91,158)
Voya Solution 2035 Portfolio - Service Class	4,875	46,366	(41,491)	13,696	116,099	(102,403)
Voya Solution 2045 Portfolio - Service Class	578	22,404	(21,826)	2,164	21,221	(19,057)
Voya Solution Income Portfolio - Service Class	34,008	77,668	(43,660)	58,287	58,324	(37)
VY® American Century Small-Mid Cap Value Portfolio - Service Class	16,509	15,703	806	7,984	22,569	(14,585)
VY® Baron Growth Portfolio - Service Class	2,928,042	7,662,806	(4,734,764)	10,567,431	9,125,223	1,442,208
VY® Columbia Contrarian Core Portfolio - Service Class	3,603,719	5,524,090	(1,920,371)	3,873,744	6,096,031	(2,222,287)
VY® Columbia Small Cap Value II Portfolio - Service Class	176,632	1,477,660	(1,301,028)	1,602,056	3,333,203	(1,731,147)
VY® Invesco Comstock Portfolio - Service Class	4,936,117	5,567,383	(631,266)	7,034,020	6,015,379	1,018,641
VY® Invesco Equity and Income Portfolio - Initial Class	41	8,831	(8,790)	49	10,813	(10,764)
VY® Invesco Equity and Income Portfolio - Service Class	38,017,936	6,236,759	31,781,177	5,082,080	3,376,992	1,705,088
VY® Invesco Equity and Income Portfolio - Service 2 Class	55,353,972	8,972,837	46,381,135	—	—	—
VY® JPMorgan Mid Cap Value Portfolio - Service Class	296,617	3,958,460	(3,661,843)	8,569,667	7,106,692	1,462,975
VY® Oppenheimer Global Portfolio - Initial Class	581	40,914	(40,333)	12,229	68,960	(56,731)
VY® Oppenheimer Global Portfolio - Service Class	1,432,705	2,765,984	(1,333,279)	3,356,627	3,014,114	342,513
VY® T. Rowe Price Diversified Mid Cap Growth Portfolio - Service Class	10,973	56,547	(45,574)	13,340	125,341	(112,001)
VY® T. Rowe Price Growth Equity Portfolio - Service Class	6,366,895	8,360,312	(1,993,417)	11,691,590	8,701,388	2,990,202
VY® Templeton Foreign Equity Portfolio - Service Class	5,579,109	11,189,516	(5,610,407)	1,157,249	5,356,224	(4,198,975)

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	Year ended December 31					
	2014			2013		
	Units Issued	Units Redeemed	Net Increase (Decrease)	Units Issued	Units Redeemed	Net Increase (Decrease)
Voya Strategic Allocation Portfolios, Inc.:						
Voya Strategic Allocation Conservative Portfolio - Class S	22,389	33,161	(10,772)	31,747	2,314	29,433
Voya Strategic Allocation Growth Portfolio - Class S	4,830	1,354	3,476	1,954	4,034	(2,080)
Voya Strategic Allocation Moderate Portfolio - Class S	5,923	20,379	(14,456)	14,666	3,855	10,811
Voya Variable Funds:						
Voya Growth and Income Portfolio - Class A	4,412,583	18,512,461	(14,099,878)	6,556,895	19,776,986	(13,220,091)
Voya Growth and Income Portfolio - Class I	167	13,342	(13,175)	80,977	9,089	71,888
Voya Growth and Income Portfolio - Class S	298,308	9,858,505	(9,560,197)	4,730,694	15,126,919	(10,396,225)
Voya Variable Insurance Trust:						
Voya GET U.S. Core Portfolio - Series 14	—	1,858,109	(1,858,109)	80,671	475,298	(394,627)
Voya Variable Portfolios, Inc.:						
Voya Euro STOXX 50® Index Portfolio - Class A	1,954,837	2,502,692	(547,855)	4,893,818	2,538,862	2,354,956
Voya FTSE 100® Index Portfolio - Class A	281,094	201,716	79,378	1,826,226	1,640,696	185,530
Voya Global Value Advantage Portfolio - Class S	1,420,324	3,028,070	(1,607,746)	2,643,081	4,882,369	(2,239,288)
Voya Hang Seng Index Portfolio - Class S	1,157,539	1,607,146	(449,607)	2,391,417	3,412,805	(1,021,388)
Voya Index Plus LargeCap Portfolio - Class S	53,825	1,484,628	(1,430,803)	1,116,940	2,979,221	(1,862,281)
Voya Index Plus MidCap Portfolio - Class S	44,860	1,017,963	(973,103)	882,146	1,811,340	(929,194)
Voya Index Plus SmallCap Portfolio - Class S	72,677	875,237	(802,560)	756,528	1,520,313	(763,785)
Voya International Index Portfolio - Class A	108,064,647	16,769,829	91,294,818	—	—	—
Voya International Index Portfolio - Class S	559,715	2,372,143	(1,812,428)	5,062,447	3,734,297	1,328,150
Voya Japan TOPIX® Index Portfolio - Class A	785,867	1,053,190	(267,323)	2,469,743	1,841,114	628,629
Voya Russell™ Large Cap Growth Index Portfolio - Class S	5,137,440	4,208,857	928,583	3,570,589	4,048,307	(477,718)
Voya Russell™ Large Cap Index Portfolio - Class S	8,117,087	8,401,156	(284,069)	9,968,388	12,243,945	(2,275,557)
Voya Russell™ Large Cap Value Index Portfolio - Class S	2,764,851	1,772,857	991,994	3,650,290	3,354,797	295,493
Voya Russell™ Mid Cap Growth Index Portfolio - Class S	1,774,360	3,481,944	(1,707,584)	2,894,640	4,262,777	(1,368,137)
Voya Russell™ Mid Cap Index Portfolio - Class S	7,309,090	6,288,038	1,021,052	7,928,340	6,087,436	1,840,904
Voya Russell™ Small Cap Index Portfolio - Class S	4,384,270	7,823,594	(3,439,324)	12,334,282	9,252,271	3,082,011
Voya Small Company Portfolio - Class S	1,115,108	1,874,486	(759,378)	4,658,228	5,159,401	(501,173)
Voya U.S. Bond Index Portfolio - Class S	11,753,656	8,630,784	3,122,872	7,551,156	11,778,600	(4,227,444)

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	Year ended December 31					
	2014			2013		
	Units Issued	Units Redeemed	Net Increase (Decrease)	Units Issued	Units Redeemed	Net Increase (Decrease)
Voya Variable Products Trust:						
Voya International Value Portfolio - Class S	16,241	53,385	(37,144)	16,046	76,277	(60,231)
Voya MidCap Opportunities Portfolio - Class S	1,454,747	7,586,305	(6,131,558)	17,715,140	11,218,264	6,496,876
Voya SmallCap Opportunities Portfolio - Class S	61,060	969,356	(908,296)	478,444	1,310,712	(832,268)
Wells Fargo Funds Trust:						
Wells Fargo Advantage VT Omega Growth Fund - Class 2	239	15,599	(15,360)	1,853	9,209	(7,356)
Wells Fargo Variable Trust:						
Wells Fargo Advantage VT Index Asset Allocation Fund - Class 2	—	23,180	(23,180)	—	8,375	(8,375)
Wells Fargo Advantage VT Intrinsic Value Fund - Class 2	1	7,658	(7,657)	16,046	28,110	(12,064)
Wells Fargo Advantage VT Small Cap Growth Fund - Class 2	219	3,207	(2,988)	12	1,071	(1,059)
Wells Fargo Advantage VT Total Return Bond Fund	385	8,560	(8,175)	4,259	7,946	(3,687)

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**8. Financial Highlights**

A summary of unit values, units outstanding, and net assets for variable annuity Contracts, expense ratios, excluding expenses of underlying Funds, investment income ratios, and total return for the years ended December 31, 2014, 2013, 2012, 2011, and 2010, follows:

	Fund		Investment					Expense Ratio <sup>C</sup>		Total Return <sup>D</sup>	
	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>	Expense Ratio <sup>C</sup> (lowest to highest)		Total Return <sup>D</sup> (lowest to highest)			
Invesco V.I. American Franchise Fund - Series I Shares											
2014		1,083	\$14.30 to \$14.85	\$15,741	0.04%	0.95%	to 2.35%	5.93%	to 7.38%		
2013		1,398	\$13.50 to \$13.83	\$19,078	0.42%	0.95%	to 2.35%	36.78%	to 38.86%		
2012	04/27/2012	1,688	\$9.87 to \$9.96	\$16,725	(c)	0.95%	to 2.35%	(c)			
2011		(c)	(c)	(c)	(c)	(c)	(c)	(c)			
2010		(c)	(c)	(c)	(c)	(c)	(c)	(c)			
BlackRock Global Allocation V.I. Fund - Class III Shares											
2014		85,829	\$11.29 to \$12.42	\$1,011,854	2.16%	0.95%	to 2.35%	-0.44%	to 0.98%		
2013		93,742	\$11.34 to \$12.30	\$1,103,143	1.07%	0.95%	to 2.35%	11.72%	to 13.30%		
2012		94,889	\$10.15 to \$10.86	\$993,413	1.40%	0.95%	to 2.35%	7.41%	to 8.93%		
2011		111,786	\$9.45 to \$9.97	\$1,082,096	2.30%	0.95%	to 2.35%	-5.88%	to -4.50%		
2010		112,825	\$9.97 to \$10.44	\$1,153,042	1.14%	0.95%	to 2.60%	6.86%	to 8.65%		
Columbia Asset Allocation Fund, Variable Series - Class A Shares											
2014		16	\$20.57 to \$21.57	\$333	2.47%	1.40%	to 1.80%	8.09%	to 8.50%		
2013		16	\$19.03 to \$19.88	\$315	2.50%	1.40%	to 1.80%	16.04%	to 16.53%		
2012		19	\$16.40 to \$17.06	\$325	2.32%	1.40%	to 1.80%	10.96%	to 11.43%		
2011		18	\$14.78 to \$15.31	\$279	2.75%	1.40%	to 1.80%	-2.64%	to -2.23%		
2010		20	\$15.18 to \$15.66	\$303	2.29%	1.40%	to 1.80%	11.37%	to 11.86%		
Columbia Small Cap Value Fund, Variable Series - Class B Shares											
2014		4,560	\$16.29 to \$29.73	\$123,452	0.46%	0.95%	to 2.35%	0.68%	to 2.10%		
2013		5,503	\$16.18 to \$29.22	\$147,852	1.00%	0.95%	to 2.35%	30.91%	to 32.79%		
2012		6,310	\$12.36 to \$22.07	\$128,867	0.29%	0.95%	to 2.35%	8.61%	to 10.19%		
2011		7,095	\$11.38 to \$20.09	\$132,452	0.88%	0.95%	to 2.35%	-8.37%	to -7.04%		
2010		8,008	\$12.42 to \$21.68	\$162,178	1.03%	0.95%	to 2.35%	23.58%	to 25.22%		

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	Fund		Investment				Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)	
	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>				
Columbia Small Company Growth Fund, Variable Series - Class A Shares									
2014		1	\$25.35	\$29	-	1.40%	-5.97%		
2013		1	\$26.96	\$32	(f)	1.40%	(f)		
2012		1	\$19.18	\$13	-	1.55%	10.29%		
2011		1	\$17.39	\$11	-	1.55%	-7.01%		
2010		1	\$18.70 to \$18.85	\$18	-	1.45% to 1.55%	26.35% to 26.51%		
Columbia VP Large Cap Growth Fund - Class 1									
2014		33	\$11.03 to \$11.22	\$366	-	1.45% to 1.90%	11.98% to 12.54%		
2013		34	\$9.85 to \$9.99	\$336	-	1.40% to 1.90%	27.92% to 28.74%		
2012		39	\$7.70 to \$7.76	\$299	-	1.40% to 1.90%	18.07% to 18.65%		
2011	04/29/2011	41	\$6.52 to \$6.55	\$271	(b)	1.40% to 1.90%	(b)		
2010		(b)	(b)	(b)	(b)	(b)	(b)		
Fidelity® VIP Equity-Income Portfolio - Service Class 2									
2014		9,198	\$13.68 to \$20.90	\$152,112	2.47%	0.75% to 2.35%	5.91% to 7.66%		
2013		11,017	\$12.76 to \$19.46	\$170,991	2.24%	0.75% to 2.35%	24.82% to 26.90%		
2012		12,874	\$10.10 to \$15.37	\$159,095	2.88%	0.75% to 2.35%	14.35% to 16.13%		
2011		14,627	\$8.73 to \$13.27	\$157,133	2.22%	0.75% to 2.55%	-1.91% to -0.08%		
2010		16,702	\$8.77 to \$13.31	\$181,385	1.50%	0.75% to 2.60%	11.86% to 14.02%		
Franklin Small Cap Value VIP Fund - Class 2									
2014		403	\$27.59 to \$29.06	\$11,568	0.61%	0.75% to 1.35%	-0.78% to -0.17%		
2013		448	\$27.73 to \$29.18	\$12,932	1.34%	0.75% to 1.35%	34.40% to 35.19%		
2012		516	\$20.58 to \$21.64	\$11,060	0.77%	0.75% to 1.35%	16.80% to 17.52%		
2011		646	\$17.58 to \$18.46	\$11,819	0.72%	0.75% to 1.35%	-5.08% to -4.51%		
2010		748	\$18.47 to \$19.38	\$14,384	0.75%	0.75% to 1.35%	26.54% to 27.30%		
ClearBridge Variable Large Cap Value Portfolio - Class I									
2014		6	\$13.98 to \$14.14	\$90	2.25%	1.25% to 1.40%	10.17% to 10.30%		
2013		7	\$12.69 to \$12.82	\$88	1.24%	1.25% to 1.40%	30.56% to 30.68%		
2012		8	\$9.72 to \$9.81	\$73	2.70%	1.25% to 1.40%	14.76% to 15.01%		
2011		9	\$8.47 to \$8.53	\$75	2.61%	1.25% to 1.40%	3.55% to 3.65%		
2010		10	\$8.18 to \$8.23	\$78	2.53%	1.25% to 1.40%	7.92% to 8.15%		

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	Fund Inception		Unit Fair Value		Net Assets		Investment		Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)
	Date <sup>A</sup>	Units (000's)	(lowest to highest)	(000's)	Income Ratio <sup>B</sup>					
Western Asset Variable High Income Portfolio										
2014		3	\$26.29	\$69	7.19%	1.40%	-1.72%			
2013		3	\$26.75	\$70	7.41%	1.40%	7.69%			
2012		3	\$24.84	\$65	7.35%	1.40%	16.18%			
2011		3	\$21.38	\$71	8.39%	1.40%	0.99%			
2010		3	\$21.17 to \$21.68	\$72	9.33%	1.25% to 1.40%	14.99% to 15.20%			
Oppenheimer Main Street Small Cap Fund®/VA - Service Shares										
2014		67	\$31.85 to \$33.78	\$2,206	0.60%	0.75% to 1.35%	10.13% to 10.83%			
2013		72	\$28.92 to \$30.48	\$2,150	0.66%	0.75% to 1.35%	38.71% to 39.56%			
2012		69	\$20.85 to \$21.84	\$1,478	0.34%	0.75% to 1.35%	16.09% to 16.79%			
2011		78	\$17.96 to \$18.70	\$1,442	0.42%	0.75% to 1.35%	-3.70% to -3.11%			
2010		97	\$18.65 to \$19.30	\$1,859	0.40%	0.75% to 1.35%	21.42% to 22.15%			
PIMCO Real Return Portfolio - Administrative Class										
2014		497	\$13.34 to \$14.15	\$6,846	1.46%	0.75% to 1.35%	1.68% to 2.31%			
2013		619	\$13.12 to \$13.83	\$8,362	1.32%	0.75% to 1.35%	-10.44% to -9.90%			
2012		986	\$14.65 to \$15.35	\$14,814	1.06%	0.75% to 1.35%	7.33% to 7.95%			
2011		929	\$13.65 to \$14.22	\$12,983	4.88%	0.75% to 1.35%	10.17% to 10.83%			
2010		985	\$12.39 to \$12.83	\$12,463	1.47%	0.75% to 1.35%	6.63% to 7.27%			
Pioneer Equity Income VCT Portfolio - Class II										
2014		620	\$21.19 to \$24.37	\$14,829	2.64%	0.75% to 1.35%	11.22% to 11.90%			
2013		692	\$19.00 to \$21.83	\$14,814	2.37%	0.75% to 1.35%	27.13% to 27.85%			
2012		801	\$14.91 to \$17.11	\$13,428	3.72%	0.75% to 1.35%	8.45% to 9.15%			
2011		955	\$13.71 to \$15.72	\$14,738	2.01%	0.75% to 1.35%	4.38% to 5.03%			
2010		1,063	\$13.11 to \$15.01	\$15,665	1.99%	0.75% to 1.35%	17.62% to 18.27%			
ProFund VP Bull										
2014		809	\$11.88 to \$15.52	\$10,274	-	0.95% to 2.25%	8.99% to 10.40%			
2013		1,062	\$10.90 to \$14.07	\$12,351	1.13%	0.95% to 2.25%	26.74% to 28.51%			
2012		1,228	\$8.60 to \$10.95	\$11,201	-	0.95% to 2.25%	11.40% to 12.82%			
2011		1,471	\$7.72 to \$10.92	\$12,013	-	0.95% to 2.25%	-2.28% to -0.89%			
2010		1,815	\$7.90 to \$11.12	\$15,111	0.12%	0.95% to 2.25%	10.03% to 11.48%			

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	Fund		Investment			Expense Ratio <sup>C</sup>		Total Return <sup>D</sup>	
	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>	(lowest to highest)	(lowest to highest)		
ProFund VP Europe 30									
2014		440	\$9.40 to \$11.26	\$4,439	1.27%	0.95% to 2.35%	-10.77% to -9.56%		
2013		573	\$10.53 to \$12.45	\$6,458	1.44%	0.95% to 2.35%	18.71% to 20.52%		
2012		713	\$8.86 to \$10.33	\$6,719	3.31%	0.95% to 2.35%	13.85% to 15.42%		
2011		844	\$7.77 to \$8.95	\$6,949	1.04%	0.95% to 2.35%	-10.98% to -9.69%		
2010		1,006	\$8.72 to \$13.52	\$9,261	1.57%	0.95% to 2.35%	0.21% to 1.64%		
ProFund VP Rising Rates Opportunity									
2014		1,653	\$2.03 to \$2.51	\$3,592	-	0.95% to 2.35%	-31.96% to -30.91%		
2013		1,686	\$2.97 to \$3.68	\$5,347	-	0.95% to 2.35%	13.79% to 15.59%		
2012		1,866	\$2.61 to \$3.23	\$5,177	-	0.95% to 2.35%	-9.12% to -8.01%		
2011		1,897	\$2.87 to \$3.55	\$5,755	-	0.95% to 2.35%	-38.96% to -38.03%		
2010		2,136	\$4.70 to \$5.80	\$10,541	-	0.95% to 2.60%	-18.20% to -16.72%		
Voya Balanced Portfolio - Class S									
2014		265	\$12.50 to \$18.27	\$4,179	1.42%	0.75% to 2.00%	3.91% to 5.18%		
2013		319	\$12.03 to \$17.37	\$4,807	1.90%	0.75% to 2.00%	13.92% to 15.49%		
2012		372	\$10.56 to \$15.04	\$4,876	2.90%	0.75% to 2.00%	11.24% to 12.66%		
2011		460	\$9.44 to \$13.35	\$5,392	2.50%	0.75% to 2.10%	-3.67% to -2.34%		
2010		562	\$9.80 to \$13.67	\$6,681	2.62%	0.75% to 2.10%	11.49% to 12.88%		
Voya Intermediate Bond Portfolio - Class S									
2014		230,215	\$11.66 to \$16.91	\$3,376,542	4.61%	0.75% to 2.35%	3.97% to 5.69%		
2013		78,899	\$11.20 to \$16.00	\$1,106,841	3.04%	0.75% to 2.35%	-2.71% to -1.11%		
2012		82,847	\$11.50 to \$16.18	\$1,185,574	4.24%	0.75% to 2.60%	6.25% to 8.30%		
2011		91,027	\$10.79 to \$14.94	\$1,214,624	4.18%	0.75% to 2.60%	4.48% to 6.49%		
2010		99,181	\$10.28 to \$14.03	\$1,253,226	4.77%	0.75% to 2.60%	6.67% to 8.68%		
Voya Global Perspectives Portfolio - Class A									
2014		18,392	\$10.48 to \$10.74	\$195,095	0.04%	0.95% to 2.35%	1.35% to 2.40%		
2013	05/09/2013	2,340	\$10.34 to \$10.41	\$24,351	(d)	1.40% to 2.35%	(d)		
2012		(d)	(d)	(d)	(d)	(d)	(d)		
2011		(d)	(d)	(d)	(d)	(d)	(d)		
2010		(d)	(d)	(d)	(d)	(d)	(d)		

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	Fund Inception		Investment			Expense Ratio <sup>C</sup>		Total Return <sup>D</sup>	
	Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>	(lowest to highest)	(lowest to highest)	(lowest to highest)	
Voya Global Resources Portfolio - Adviser Class									
2014		9,492	\$7.87 to \$8.33	\$76,594	0.91%	0.95% to 2.35%	-14.18% to -12.96%		
2013		7,982	\$9.17 to \$9.57	\$74,575	0.58%	0.95% to 2.35%	10.48% to 12.19%		
2012		8,597	\$8.30 to \$8.53	\$72,214	0.62%	0.95% to 2.35%	-5.47% to -4.16%		
2011	01/24/2011	9,963	\$8.78 to \$8.90	\$87,944	(b)	0.95% to 2.35%	(b)		
2010		(b)	(b)	(b)	(b)	(b)	(b)		
Voya Global Resources Portfolio - Service Class									
2014		9,235	\$7.65 to \$43.69	\$281,022	1.09%	0.80% to 2.55%	-14.05% to -12.50%		
2013		10,751	\$8.87 to \$49.93	\$380,095	0.94%	0.80% to 2.60%	10.68% to 12.68%		
2012		12,902	\$7.99 to \$44.31	\$410,662	0.76%	0.80% to 2.60%	-5.36% to -3.61%		
2011		14,721	\$8.41 to \$45.97	\$491,277	0.55%	0.80% to 2.60%	-11.52% to -9.88%		
2010		17,390	\$9.47 to \$51.01	\$653,531	0.86%	0.80% to 2.60%	18.51% to 20.68%		
Voya Global Resources Portfolio - Service 2 Class									
2014		688	\$15.91 to \$25.70	\$14,637	0.90%	1.40% to 2.20%	-13.81% to -13.15%		
2013		815	\$18.46 to \$29.59	\$20,189	0.79%	1.40% to 2.20%	10.87% to 11.79%		
2012		962	\$16.65 to \$26.47	\$21,585	0.60%	1.40% to 2.20%	-5.13% to -4.34%		
2011		1,052	\$17.55 to \$27.67	\$24,799	0.42%	1.40% to 2.20%	-11.23% to -10.51%		
2010		1,153	\$19.77 to \$30.92	\$30,533	0.77%	1.40% to 2.20%	18.81% to 19.75%		
Voya High Yield Portfolio - Service Class									
2014		25,246	\$12.38 to \$19.51	\$446,912	6.31%	0.75% to 2.35%	-1.21% to 0.43%		
2013		29,793	\$12.49 to \$19.46	\$531,257	5.82%	0.75% to 2.35%	3.15% to 4.81%		
2012		34,403	\$12.07 to \$19.25	\$590,727	6.55%	0.50% to 2.60%	11.03% to 13.44%		
2011		32,978	\$10.80 to \$16.97	\$506,277	7.29%	0.50% to 2.60%	1.69% to 3.92%		
2010		34,750	\$12.41 to \$16.33	\$519,986	7.27%	0.50% to 2.60%	11.31% to 13.64%		
Voya Large Cap Growth Portfolio - Adviser Class									
2014		139,756	\$14.40 to \$15.04	\$2,047,691	0.07%	0.75% to 2.35%	10.43% to 12.16%		
2013		163,684	\$13.04 to \$13.41	\$2,158,334	0.35%	0.75% to 2.35%	27.22% to 29.32%		
2012	04/30/2012	184,662	\$10.23 to \$10.37	\$1,901,279	(c)	0.75% to 2.60%	(c)		
2011		(c)	(c)	(c)	(c)	(c)	(c)		
2010		(c)	(c)	(c)	(c)	(c)	(c)		

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Fund		Investment					Total Return <sup>D</sup> (lowest to highest)
Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>	Expense Ratio <sup>C</sup> (lowest to highest)		
Voya Large Cap Growth Portfolio - Institutional Class							
2014	07/18/2014	8	\$10.66 to \$10.69	\$87	(e)	0.75% to 1.35%	(e)
2013		(e)	(e)	(e)	(e)	(e)	(e)
2012		(e)	(e)	(e)	(e)	(e)	(e)
2011		(e)	(e)	(e)	(e)	(e)	(e)
2010		(e)	(e)	(e)	(e)	(e)	(e)
Voya Large Cap Growth Portfolio - Service Class							
2014		79,906	\$10.65 to \$26.28	\$1,810,256	0.22%	0.75% to 2.35%	10.72% to 12.50%
2013		47,336	\$18.47 to \$23.36	\$966,897	0.70%	0.75% to 2.60%	27.56% to 29.63%
2012		13,596	\$14.48 to \$18.02	\$214,540	0.47%	0.75% to 2.35%	15.01% to 16.94%
2011		15,951	\$12.59 to \$15.41	\$217,732	0.27%	0.75% to 2.35%	-0.16% to 1.52%
2010		8,969	\$12.61 to \$15.18	\$121,916	0.34%	0.75% to 2.35%	11.59% to 13.37%
Voya Large Cap Growth Portfolio - Service 2 Class							
2014		837	\$20.46 to \$23.11	\$18,447	0.02%	1.40% to 2.20%	10.77% to 11.64%
2013		52	\$18.47 to \$20.70	\$1,017	0.32%	1.40% to 2.20%	27.47% to 28.57%
2012		56	\$14.49 to \$16.10	\$856	0.49%	1.40% to 2.20%	15.09% to 16.08%
2011		59	\$12.59 to \$13.87	\$784	0.24%	1.40% to 2.20%	-0.16% to 0.58%
2010		67	\$12.61 to \$13.79	\$886	-	1.40% to 2.20%	11.59% to 12.57%
Voya Large Cap Value Portfolio - Service Class							
2014		64,564	\$11.98 to \$16.11	\$1,004,251	2.06%	0.75% to 2.35%	7.12% to 8.93%
2013		40,153	\$11.07 to \$14.82	\$579,266	0.86%	0.75% to 2.35%	27.61% to 29.48%
2012		6,830	\$11.12 to \$11.45	\$76,880	2.34%	0.90% to 2.35%	11.65% to 13.37%
2011	01/21/2011	6,463	\$9.95 to \$10.10	\$64,740	(b)	0.90% to 2.45%	(b)
2010		(b)	(b)	(b)	(b)	(b)	(b)
Voya Limited Maturity Bond Portfolio - Service Class							
2014		1,963	\$10.14 to \$28.73	\$41,765	0.68%	0.50% to 2.25%	-1.57% to 0.17%
2013		2,355	\$10.27 to \$28.68	\$50,546	0.88%	0.50% to 2.25%	-1.55% to 0.21%
2012		2,884	\$10.41 to \$28.62	\$62,727	0.78%	0.50% to 2.25%	-0.79% to 0.99%
2011		3,478	\$10.46 to \$28.34	\$75,764	3.11%	0.50% to 2.25%	-1.10% to 0.64%
2010		4,330	\$10.56 to \$28.16	\$94,829	3.66%	0.50% to 2.25%	0.85% to 2.62%

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Voya Liquid Assets Portfolio - Service Class							
2014		39,812	\$8.77 to \$18.70	\$558,683	-	0.75% to 2.35%	-2.35% to -0.74%
2013		48,160	\$8.97 to \$18.84	\$685,459	-	0.75% to 2.35%	-2.29% to -0.74%
2012		57,672	\$9.17 to \$18.98	\$822,755	-	0.75% to 2.35%	-2.44% to -0.73%
2011		67,502	\$9.39 to \$19.12	\$994,227	-	0.75% to 2.35%	-2.29% to -0.73%
2010		70,785	\$9.60 to \$19.26	\$1,063,594	-	0.75% to 2.60%	-2.58% to -0.77%
Voya Liquid Assets Portfolio - Service 2 Class							
2014		812	\$9.23 to \$9.87	\$7,703	-	1.40% to 2.20%	-2.22% to -1.40%
2013		1,211	\$9.43 to \$10.01	\$11,692	-	1.40% to 2.20%	-2.18% to -1.38%
2012		1,568	\$9.63 to \$10.15	\$15,419	-	1.40% to 2.20%	-2.23% to -1.36%
2011		1,931	\$9.84 to \$10.29	\$19,328	-	1.40% to 2.20%	-2.18% to -1.34%
2010		2,263	\$10.04 to \$10.43	\$23,027	-	1.40% to 2.20%	-2.13% to -1.42%
Voya Multi-Manager Large Cap Core Portfolio - Service Class							
2014		3,824	\$14.47 to \$18.72	\$65,012	1.04%	0.75% to 2.35%	12.28% to 14.08%
2013		3,566	\$12.73 to \$16.41	\$53,705	0.70%	0.75% to 2.35%	27.23% to 29.31%
2012		3,858	\$9.88 to \$12.69	\$45,382	1.26%	0.75% to 2.35%	7.69% to 9.49%
2011		4,457	\$9.06 to \$11.59	\$48,382	1.32%	0.75% to 2.60%	-7.09% to -5.23%
2010		5,005	\$9.61 to \$12.23	\$57,938	1.02%	0.75% to 2.60%	12.94% to 14.94%
Voya Retirement Conservative Portfolio - Adviser Class							
2014		42,094	\$9.97 to \$10.74	\$433,936	3.02%	0.95% to 2.35%	3.42% to 4.88%
2013		49,552	\$9.64 to \$10.24	\$491,016	3.35%	0.95% to 2.35%	1.90% to 3.43%
2012		60,572	\$9.46 to \$9.90	\$584,925	2.99%	0.95% to 2.35%	5.35% to 6.92%
2011		60,971	\$8.98 to \$9.26	\$555,004	1.59%	0.95% to 2.35%	2.75% to 4.16%
2010		53,453	\$8.74 to \$8.89	\$470,803	0.25%	0.95% to 2.35%	5.30% to 6.85%
Voya Retirement Growth Portfolio - Adviser Class							
2014		307,066	\$12.93 to \$13.92	\$4,103,107	1.65%	0.95% to 2.35%	2.86% to 4.28%
2013		350,342	\$12.57 to \$13.35	\$4,522,383	1.85%	0.95% to 2.35%	15.85% to 17.62%
2012		380,195	\$10.76 to \$11.35	\$4,208,491	2.39%	0.95% to 2.60%	10.02% to 11.83%
2011		412,396	\$9.78 to \$10.15	\$4,111,687	0.83%	0.95% to 2.60%	-3.74% to -2.12%
2010		449,035	\$10.16 to \$10.37	\$4,611,727	0.37%	0.95% to 2.60%	8.66% to 10.55%

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Voya Retirement Moderate Growth Portfolio - Adviser Class								
2014		206,503	\$12.94 to \$13.94	\$2,763,243	1.64%	0.95% to 2.35%	3.19% to 4.73%	
2013		233,805	\$12.41 to \$13.31	\$3,012,105	2.07%	0.95% to 2.60%	12.72% to 14.64%	
2012		251,860	\$11.01 to \$11.61	\$2,852,881	2.58%	0.95% to 2.60%	8.69% to 10.48%	
2011		276,852	\$10.13 to \$10.51	\$2,858,948	1.05%	0.95% to 2.60%	-2.50% to -0.85%	
2010		303,412	\$10.39 to \$10.60	\$3,185,520	0.47%	0.95% to 2.60%	8.12% to 9.96%	
Voya Retirement Moderate Portfolio - Adviser Class								
2014		115,102	\$12.48 to \$13.44	\$1,486,439	2.92%	0.95% to 2.35%	2.80% to 4.27%	
2013		131,903	\$12.14 to \$12.89	\$1,646,445	2.70%	0.95% to 2.35%	7.43% to 8.98%	
2012		144,592	\$11.21 to \$11.83	\$1,668,464	3.17%	0.95% to 2.60%	7.38% to 9.23%	
2011		157,865	\$10.44 to \$10.83	\$1,681,480	1.39%	0.95% to 2.60%	-0.48% to 1.12%	
2010		171,842	\$10.49 to \$10.71	\$1,823,032	0.56%	0.95% to 2.60%	6.61% to 8.51%	
Voya U.S. Bond Index Portfolio - Class S								
2014		19,433	\$11.15 to \$12.52	\$226,662	1.78%	0.75% to 2.35%	2.95% to 4.71%	
2013		16,310	\$10.83 to \$11.98	\$183,572	1.59%	0.75% to 2.35%	-3.57% to 2.84%	
2012		20,537	\$11.27 to \$12.44	\$241,724	1.85%	0.75% to 2.60%	0.90% to 2.84%	
2011		25,756	\$11.17 to \$12.12	\$297,554	1.93%	0.75% to 2.60%	4.20% to 6.11%	
2010		21,158	\$10.72 to \$11.43	\$232,631	2.46%	0.75% to 2.60%	3.18% to 5.12%	
VY® BlackRock Inflation Protected Bond Portfolio - Service Class								
2014		20,607	\$10.98 to \$12.05	\$234,867	1.34%	0.75% to 2.35%	0.09% to 1.77%	
2013		25,733	\$10.97 to \$11.84	\$291,031	-	0.75% to 2.35%	-10.81% to -9.41%	
2012		45,124	\$12.19 to \$13.07	\$568,856	0.67%	0.75% to 2.60%	3.80% to 5.57%	
2011		41,818	\$11.85 to \$12.38	\$504,313	2.03%	0.75% to 2.35%	9.42% to 11.13%	
2010		23,288	\$10.78 to \$11.14	\$255,091	1.85%	0.75% to 2.60%	2.76% to 4.70%	
VY® Clarion Global Real Estate Portfolio - Service Class								
2014		8,280	\$11.41 to \$14.99	\$114,698	1.11%	0.75% to 2.35%	11.16% to 12.93%	
2013		9,614	\$10.16 to \$13.29	\$119,039	5.50%	0.75% to 2.35%	1.27% to 2.94%	
2012		10,755	\$9.93 to \$12.94	\$130,676	0.55%	0.75% to 2.35%	22.73% to 24.79%	
2011		12,280	\$8.01 to \$10.40	\$120,762	3.48%	0.75% to 2.35%	-7.52% to -6.08%	
2010		14,082	\$8.57 to \$11.08	\$148,699	8.36%	0.75% to 2.35%	13.21% to 15.19%	

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	Fund Inception		Units (000's)	Unit Fair Value (lowest to highest)		Net Assets (000's)	Investment		Expense Ratio <sup>C</sup> (lowest to highest)		Total Return <sup>D</sup> (lowest to highest)	
	Date <sup>A</sup>						Income Ratio <sup>B</sup>					
VY® Clarion Global Real Estate Portfolio - Service 2 Class												
2014			110	\$13.25	to \$14.22	\$1,505	0.98%	1.40%	to 2.20%	11.15%	to 12.06%	
2013			142	\$11.92	to \$12.69	\$1,749	5.37%	1.40%	to 2.20%	1.27%	to 2.09%	
2012			160	\$11.77	to \$12.43	\$1,935	0.37%	1.40%	to 2.20%	22.73%	to 23.68%	
2011			185	\$9.59	to \$10.05	\$1,815	3.33%	1.40%	to 2.20%	-7.52%	to -6.69%	
2010			214	\$10.37	to \$10.77	\$2,264	8.28%	1.40%	to 2.20%	13.21%	to 14.09%	
VY® Clarion Real Estate Portfolio - Service Class												
2014			3,046	\$16.09	to \$134.70	\$250,745	1.38%	0.50%	to 2.35%	26.80%	to 29.23%	
2013			3,853	\$12.06	to \$104.23	\$246,851	1.34%	0.50%	to 2.35%	-0.33%	to 1.54%	
2012			4,386	\$12.07	to \$102.65	\$283,259	0.99%	0.50%	to 2.60%	12.57%	to 14.96%	
2011			5,197	\$10.67	to \$89.29	\$292,946	1.29%	0.50%	to 2.60%	6.64%	to 8.96%	
2010			6,187	\$9.95	to \$81.95	\$322,300	3.38%	0.50%	to 2.60%	24.70%	to 27.33%	
VY® Clarion Real Estate Portfolio - Service 2 Class												
2014			669	\$19.08	to \$35.87	\$19,323	1.24%	1.40%	to 2.20%	26.95%	to 27.92%	
2013			808	\$15.03	to \$28.04	\$18,629	1.24%	1.40%	to 2.20%	-0.40%	to 0.43%	
2012			872	\$15.09	to \$27.92	\$20,237	0.89%	1.40%	to 2.20%	12.86%	to 13.77%	
2011			981	\$13.37	to \$24.54	\$20,207	1.17%	1.40%	to 2.20%	6.87%	to 7.77%	
2010			1,093	\$12.51	to \$22.77	\$21,031	3.24%	1.40%	to 2.20%	24.98%	to 26.01%	
VY® DFA World Equity Portfolio - Service Class												
2014			15,921	\$10.31	to \$12.67	\$172,930	1.59%	0.75%	to 2.35%	-0.96%	to 0.72%	
2013			16,705	\$10.41	to \$12.58	\$182,004	1.97%	0.75%	to 2.35%	21.90%	to 23.82%	
2012			18,092	\$8.54	to \$10.16	\$160,718	2.12%	0.75%	to 2.35%	15.25%	to 17.05%	
2011			20,489	\$7.41	to \$8.68	\$156,789	2.37%	0.75%	to 2.35%	-11.36%	to -9.77%	
2010			25,962	\$8.36	to \$9.62	\$222,454	1.62%	0.75%	to 2.60%	22.04%	to 23.81%	
VY® FMR Diversified Mid Cap Portfolio - Service Class												
2014			27,153	\$14.31	to \$26.06	\$619,013	0.23%	0.80%	to 2.35%	3.51%	to 5.20%	
2013			31,336	\$13.81	to \$24.80	\$686,993	0.46%	0.80%	to 2.35%	32.84%	to 34.92%	
2012			36,325	\$10.38	to \$19.33	\$596,317	0.60%	0.50%	to 2.35%	11.94%	to 14.04%	
2011			43,006	\$9.27	to \$16.95	\$626,916	0.20%	0.50%	to 2.35%	-13.06%	to -11.40%	
2010			52,695	\$10.64	to \$19.13	\$879,120	0.14%	0.50%	to 2.60%	25.00%	to 27.70%	

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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	Fund Inception		Investment			Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)
	Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>		
VY® FMR Diversified Mid Cap Portfolio - Service 2 Class							
2014		1,165	\$19.48 to \$31.21	\$31,292	0.18%	1.40% to 2.20%	3.51% to 4.35%
2013		1,370	\$18.82 to \$29.91	\$35,504	0.32%	1.40% to 2.20%	32.91% to 34.01%
2012		1,542	\$14.16 to \$22.32	\$30,178	0.49%	1.40% to 2.20%	11.85% to 12.78%
2011		1,696	\$12.66 to \$19.79	\$29,604	0.20%	1.40% to 2.20%	-12.99% to -12.32%
2010		1,862	\$14.55 to \$22.57	\$37,335	0.04%	1.40% to 2.20%	25.32% to 26.37%
VY® Franklin Income Portfolio - Service Class							
2014		36,702	\$12.77 to \$15.30	\$522,208	3.98%	0.95% to 2.60%	2.24% to 4.02%
2013		37,987	\$12.44 to \$14.72	\$524,291	5.05%	0.95% to 2.60%	11.67% to 13.52%
2012		39,474	\$11.10 to \$12.97	\$483,680	5.97%	0.95% to 2.60%	9.67% to 11.55%
2011		41,219	\$10.08 to \$11.63	\$456,258	5.81%	0.95% to 2.60%	-0.09% to 1.58%
2010		40,859	\$10.06 to \$11.46	\$448,938	5.17%	0.95% to 2.60%	10.00% to 11.87%
VY® Franklin Income Portfolio - Service 2 Class							
2014		785	\$13.51 to \$14.50	\$10,974	3.81%	1.40% to 2.20%	2.50% to 3.35%
2013		775	\$13.18 to \$14.03	\$10,547	4.59%	1.40% to 2.20%	11.88% to 12.78%
2012		846	\$11.78 to \$12.44	\$10,259	5.73%	1.40% to 2.20%	9.99% to 10.97%
2011		820	\$10.71 to \$11.21	\$9,008	5.55%	1.40% to 2.20%	0.19% to 0.90%
2010		822	\$10.69 to \$11.11	\$8,983	4.58%	1.40% to 2.20%	10.32% to 11.21%
VY® Franklin Mutual Shares Portfolio - Service Class							
2014		13,910	\$12.15 to \$15.15	\$198,021	1.02%	0.95% to 2.55%	4.78% to 6.47%
2013		15,053	\$11.56 to \$14.23	\$202,977	1.11%	0.95% to 2.55%	24.46% to 26.49%
2012		16,434	\$9.26 to \$11.25	\$176,567	1.55%	0.95% to 2.55%	10.68% to 12.54%
2011		18,518	\$8.34 to \$10.00	\$178,164	3.44%	0.95% to 2.55%	-3.34% to -1.77%
2010		20,340	\$8.60 to \$10.18	\$200,678	0.43%	0.95% to 2.60%	8.73% to 10.53%
VY® Franklin Templeton Founding Strategy Portfolio - Service Class							
2014		74,454	\$10.77 to \$13.75	\$865,054	2.33%	0.75% to 2.60%	0.47% to 2.38%
2013		80,230	\$10.72 to \$13.43	\$918,492	2.67%	0.75% to 2.60%	20.86% to 23.10%
2012		81,829	\$8.87 to \$10.91	\$768,266	3.71%	0.75% to 2.60%	12.85% to 14.96%
2011		90,783	\$7.86 to \$9.49	\$747,851	2.35%	0.75% to 2.60%	-3.79% to -1.96%
2010		100,997	\$8.17 to \$9.68	\$857,015	2.48%	0.75% to 2.60%	7.93% to 9.88%

**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Fund Inception		Units (000's)	Unit Fair Value (lowest to highest)		Net Assets (000's)	Investment Income		Expense Ratio <sup>C</sup> (lowest to highest)		Total Return <sup>D</sup> (lowest to highest)	
	Date <sup>A</sup>				Ratio <sup>B</sup>							
VY® Invesco Growth and Income Portfolio - Service Class												
2014		10,718	\$14.22	to \$55.53	\$428,723	1.16%	0.50%	to 2.35%	7.52%	to 9.57%		
2013		12,404	\$13.14	to \$50.68	\$459,576	1.33%	0.50%	to 2.35%	30.77%	to 33.23%		
2012		13,206	\$9.98	to \$38.04	\$373,644	1.88%	0.50%	to 2.35%	11.85%	to 13.99%		
2011		15,290	\$8.86	to \$33.37	\$383,533	1.22%	0.50%	to 2.60%	-4.70%	to -2.65%		
2010		17,670	\$9.21	to \$34.28	\$460,426	0.24%	0.50%	to 2.60%	9.59%	to 11.92%		
VY® Invesco Growth and Income Portfolio - Service 2 Class												
2014		2,100	\$16.45	to \$24.23	\$44,565	0.99%	1.40%	to 2.20%	7.52%	to 8.41%		
2013		2,503	\$15.30	to \$22.35	\$49,490	1.21%	1.40%	to 2.20%	30.77%	to 31.86%		
2012		2,943	\$11.70	to \$16.95	\$44,647	1.68%	1.40%	to 2.20%	11.85%	to 12.77%		
2011		3,289	\$10.46	to \$15.03	\$44,533	1.08%	1.40%	to 2.20%	-4.47%	to -3.72%		
2010		3,710	\$10.95	to \$15.61	\$52,570	0.24%	1.40%	to 2.20%	9.83%	to 10.79%		
VY® JPMorgan Emerging Markets Equity Portfolio - Service Class												
2014		21,644	\$8.19	to \$23.77	\$425,807	0.95%	0.75%	to 2.35%	-1.44%	to 0.21%		
2013		24,962	\$8.30	to \$23.74	\$496,586	0.83%	0.75%	to 2.35%	-7.92%	to -6.44%		
2012		26,345	\$9.00	to \$25.39	\$565,548	-	0.75%	to 2.60%	16.04%	to 18.22%		
2011		26,986	\$7.73	to \$21.49	\$495,145	0.87%	0.75%	to 2.60%	-20.39%	to -18.90%		
2010		28,787	\$9.68	to \$26.50	\$657,788	0.49%	0.75%	to 2.60%	17.13%	to 19.44%		
VY® JPMorgan Emerging Markets Equity Portfolio - Service 2 Class												
2014		708	\$19.81	to \$32.81	\$18,782	0.79%	1.40%	to 2.20%	-1.39%	to -0.64%		
2013		839	\$20.09	to \$33.02	\$22,743	0.72%	1.40%	to 2.20%	-7.97%	to -7.20%		
2012		914	\$21.83	to \$35.58	\$26,943	-	1.40%	to 2.20%	16.30%	to 17.23%		
2011		1,006	\$18.77	to \$30.35	\$25,476	0.70%	1.40%	to 2.20%	-20.20%	to -19.54%		
2010		1,118	\$23.52	to \$37.72	\$35,486	0.41%	1.40%	to 2.20%	17.48%	to 18.47%		
VY® JPMorgan Small Cap Core Equity Portfolio - Service Class												
2014		11,915	\$18.45	to \$28.28	\$294,822	0.34%	0.90%	to 2.35%	5.81%	to 7.37%		
2013		14,701	\$17.41	to \$26.34	\$340,857	0.75%	0.90%	to 2.60%	35.35%	to 37.69%		
2012		13,087	\$12.81	to \$19.13	\$223,964	0.17%	0.90%	to 2.60%	15.58%	to 17.65%		
2011		15,244	\$11.03	to \$16.26	\$223,895	0.33%	0.90%	to 2.60%	-3.87%	to -2.22%		
2010		16,918	\$11.41	to \$16.63	\$257,411	0.27%	0.90%	to 2.60%	23.46%	to 25.60%		

**VOYA INSURANCE AND ANNUITY COMPANY**  
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VY® JPMorgan Small Cap Core Equity Portfolio - Service 2 Class									
2014		1,288	\$19.11 to \$31.49	\$34,126	0.18%	1.40%	to 2.20%	5.87%	to 6.71%
2013		1,527	\$18.05 to \$29.51	\$38,368	0.63%	1.40%	to 2.20%	35.71%	to 36.81%
2012		1,788	\$13.30 to \$21.57	\$33,170	0.01%	1.40%	to 2.20%	15.85%	to 16.85%
2011		2,003	\$11.48 to \$18.46	\$32,082	0.19%	1.40%	to 2.20%	-3.61%	to -2.84%
2010		2,318	\$11.91 to \$19.00	\$38,538	0.11%	1.40%	to 2.20%	23.80%	to 24.75%
VY® Morgan Stanley Global Franchise Portfolio - Service Class									
2014		13,839	\$14.33 to \$27.67	\$329,736	1.70%	0.90%	to 2.35%	1.81%	to 3.32%
2013		16,170	\$14.06 to \$26.78	\$378,364	2.10%	0.90%	to 2.35%	16.60%	to 18.34%
2012		17,853	\$12.04 to \$22.63	\$357,517	1.74%	0.90%	to 2.35%	13.03%	to 14.76%
2011		18,918	\$10.64 to \$19.72	\$333,098	2.35%	0.90%	to 2.60%	6.19%	to 8.05%
2010		19,799	\$9.98 to \$18.25	\$326,147	0.41%	0.90%	to 2.60%	10.90%	to 12.86%
VY® Morgan Stanley Global Franchise Portfolio - Service 2 Class									
2014		2,220	\$19.68 to \$27.43	\$53,341	1.56%	1.40%	to 2.20%	1.81%	to 2.66%
2013		2,604	\$19.33 to \$26.72	\$61,552	1.92%	1.40%	to 2.20%	16.66%	to 17.66%
2012		2,939	\$16.57 to \$22.71	\$59,526	1.54%	1.40%	to 2.20%	13.03%	to 13.89%
2011		3,291	\$14.66 to \$19.94	\$58,798	2.24%	1.40%	to 2.20%	6.54%	to 7.38%
2010		3,747	\$13.76 to \$18.57	\$62,764	0.30%	1.40%	to 2.20%	11.33%	to 12.27%
VY® T. Rowe Price Capital Appreciation Portfolio - Service Class									
2014		53,376	\$15.69 to \$92.34	\$2,815,358	1.28%	0.75%	to 2.35%	9.49%	to 11.31%
2013		58,165	\$14.31 to \$82.99	\$2,811,421	1.11%	0.75%	to 2.35%	19.39%	to 21.29%
2012		60,087	\$11.95 to \$68.46	\$2,461,428	1.57%	0.75%	to 2.60%	11.48%	to 13.62%
2011		64,353	\$10.65 to \$60.29	\$2,370,408	1.81%	0.75%	to 2.60%	0.24%	to 2.10%
2010		73,279	\$10.56 to \$59.06	\$2,636,403	1.59%	0.75%	to 2.60%	11.01%	to 13.15%
VY® T. Rowe Price Capital Appreciation Portfolio - Service 2 Class									
2014		3,244	\$18.34 to \$27.78	\$78,024	1.12%	1.40%	to 2.20%	9.49%	to 10.41%
2013		3,686	\$16.75 to \$25.16	\$81,130	0.93%	1.40%	to 2.20%	19.30%	to 20.27%
2012		4,186	\$14.04 to \$20.92	\$77,162	1.46%	1.40%	to 2.20%	11.87%	to 12.78%
2011		4,440	\$12.55 to \$18.55	\$73,103	1.65%	1.40%	to 2.20%	0.48%	to 1.26%
2010		5,094	\$12.49 to \$18.32	\$83,486	1.42%	1.40%	to 2.20%	11.32%	to 12.32%

**VOYA INSURANCE AND ANNUITY COMPANY**  
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VY® T. Rowe Price Equity Income Portfolio - Service Class												
2014		17,930	\$13.43	to	\$59.90	\$671,155	1.79%	0.50%	to	2.35%	4.93%	to 6.91%
2013		20,605	\$12.78	to	\$56.03	\$744,561	1.63%	0.50%	to	2.35%	26.71%	to 29.10%
2012		22,522	\$10.36	to	\$43.40	\$645,207	1.94%	0.50%	to	2.45%	14.30%	to 16.64%
2011		25,659	\$8.99	to	\$37.21	\$643,106	1.98%	0.50%	to	2.60%	-3.43%	to -1.40%
2010		26,314	\$9.23	to	\$37.74	\$685,068	1.57%	0.50%	to	2.60%	11.93%	to 14.40%
VY® T. Rowe Price Equity Income Portfolio - Service 2 Class												
2014		1,235	\$15.34	to	\$22.38	\$24,490	1.69%	1.40%	to	2.20%	4.92%	to 5.82%
2013		1,407	\$14.62	to	\$21.15	\$26,577	1.49%	1.40%	to	2.20%	26.80%	to 27.79%
2012		1,624	\$11.53	to	\$16.55	\$24,314	1.88%	1.40%	to	2.20%	14.27%	to 15.25%
2011		1,780	\$10.09	to	\$14.36	\$23,289	1.90%	1.40%	to	2.20%	-3.07%	to -2.31%
2010		1,773	\$10.41	to	\$14.70	\$23,922	1.49%	1.40%	to	2.20%	12.18%	to 13.16%
VY® T. Rowe Price International Stock Portfolio - Service Class												
2014		11,066	\$8.42	to	\$15.98	\$160,492	1.20%	0.75%	to	2.60%	-3.64%	to -1.86%
2013		9,776	\$8.71	to	\$16.31	\$146,227	1.05%	0.75%	to	2.60%	11.35%	to 13.51%
2012		10,865	\$7.79	to	\$14.39	\$144,821	0.28%	0.75%	to	2.60%	15.60%	to 17.87%
2011		11,431	\$6.71	to	\$12.23	\$130,635	3.60%	0.75%	to	2.60%	-14.58%	to -13.01%
2010		12,505	\$7.83	to	\$14.08	\$166,057	1.37%	0.75%	to	2.60%	10.86%	to 12.93%
VY® Templeton Global Growth Portfolio - Service Class												
2014		9,354	\$11.12	to	\$34.70	\$243,688	1.20%	0.80%	to	2.35%	-5.05%	to -3.53%
2013		10,655	\$11.70	to	\$35.97	\$290,506	1.56%	0.80%	to	2.35%	27.53%	to 29.57%
2012		11,449	\$9.16	to	\$27.76	\$243,263	1.84%	0.80%	to	2.35%	18.96%	to 20.75%
2011		12,807	\$7.70	to	\$22.99	\$228,537	1.62%	0.80%	to	2.60%	-8.11%	to -6.43%
2010		14,785	\$8.35	to	\$24.57	\$286,405	1.43%	0.80%	to	2.60%	4.99%	to 6.87%
VY® Templeton Global Growth Portfolio - Service 2 Class												
2014		263	\$13.91	to	\$22.11	\$4,879	1.11%	1.40%	to	2.20%	-5.12%	to -4.33%
2013		295	\$14.66	to	\$23.11	\$5,903	1.56%	1.40%	to	2.20%	27.59%	to 28.60%
2012		295	\$11.49	to	\$17.97	\$4,627	1.76%	1.40%	to	2.20%	18.94%	to 19.88%
2011		298	\$9.66	to	\$14.99	\$3,901	1.44%	1.40%	to	2.20%	-7.91%	to -7.13%
2010		332	\$10.49	to	\$16.14	\$4,732	1.36%	1.40%	to	2.20%	5.22%	to 6.04%

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	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>					
Voya Diversified International Fund - Class R										
2014		8	\$9.36 to \$9.83	\$79	3.14%	0.75%	to 1.35%	-7.87%	to -7.35%	
2013		11	\$10.16 to \$10.61	\$112	-	0.75%	to 1.35%	14.67%	to 15.33%	
2012		11	\$8.86 to \$9.20	\$100	1.75%	0.75%	to 1.35%	15.97%	to 16.60%	
2011		17	\$7.64 to \$7.89	\$128	0.65%	0.75%	to 1.35%	-16.50%	to -15.97%	
2010		19	\$9.15 to \$9.39	\$178	0.52%	0.75%	to 1.35%	9.84%	to 10.47%	
Voya Aggregate Bond Portfolio - Service Class										
2014		247	\$14.82 to \$17.22	\$3,889	1.80%	0.75%	to 1.35%	3.78%	to 4.43%	
2013		293	\$14.28 to \$16.49	\$4,426	3.14%	0.75%	to 1.35%	-3.19%	to -2.66%	
2012		338	\$14.75 to \$16.94	\$5,259	3.01%	0.75%	to 1.35%	6.42%	to 7.08%	
2011		430	\$13.86 to \$15.82	\$6,250	2.89%	0.75%	to 1.35%	1.84%	to 2.46%	
2010		556	\$13.61 to \$15.44	\$7,923	3.19%	0.75%	to 1.35%	6.16%	to 6.78%	
Voya Global Bond Portfolio - Service Class										
2014		403	\$13.23 to \$14.03	\$5,526	0.54%	0.75%	to 1.35%	-1.19%	to -0.57%	
2013		480	\$13.39 to \$14.11	\$6,644	1.83%	0.75%	to 1.35%	-5.57%	to -4.98%	
2012		587	\$14.18 to \$14.85	\$8,567	5.78%	0.75%	to 1.35%	6.22%	to 6.83%	
2011		652	\$13.35 to \$13.90	\$8,930	7.06%	0.75%	to 1.35%	2.14%	to 2.73%	
2010		721	\$13.07 to \$13.53	\$9,633	3.10%	0.75%	to 1.35%	13.95%	to 14.66%	
Voya Solution 2015 Portfolio - Service Class										
2014		920	\$13.91 to \$14.75	\$13,183	2.51%	0.75%	to 1.35%	4.35%	to 4.98%	
2013		1,089	\$13.33 to \$14.05	\$14,906	3.13%	0.75%	to 1.35%	7.67%	to 8.33%	
2012		1,215	\$12.38 to \$12.97	\$15,403	4.12%	0.75%	to 1.35%	9.95%	to 10.57%	
2011		1,306	\$11.26 to \$11.73	\$15,011	3.15%	0.75%	to 1.35%	-2.09%	to -1.43%	
2010		1,520	\$11.50 to \$11.90	\$17,776	2.21%	0.75%	to 1.35%	9.73%	to 10.39%	
Voya Solution 2025 Portfolio - Service Class										
2014		1,220	\$14.52 to \$15.40	\$18,263	2.02%	0.75%	to 1.35%	4.16%	to 4.83%	
2013		1,227	\$13.94 to \$14.69	\$17,579	2.21%	0.75%	to 1.35%	14.73%	to 15.40%	
2012		1,318	\$12.15 to \$12.73	\$16,392	2.73%	0.75%	to 1.35%	11.88%	to 12.65%	
2011		1,479	\$10.86 to \$11.30	\$16,403	2.09%	0.75%	to 1.35%	-4.40%	to -3.83%	
2010		1,598	\$11.36 to \$11.75	\$18,481	1.57%	0.75%	to 1.35%	12.25%	to 12.87%	

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Notes to Financial Statements**

	Fund		Units (000's)	Unit Fair Value (lowest to highest)		Net Assets (000's)	Investment		Expense Ratio <sup>C</sup> (lowest to highest)		Total Return <sup>D</sup> (lowest to highest)	
	Inception Date <sup>A</sup>			Income Ratio <sup>B</sup>								
Voya Solution 2035 Portfolio - Service Class												
2014			605	\$15.21	to \$16.13	\$9,463	1.98%	0.75%	to 1.35%	4.25%	to 4.88%	
2013			647	\$14.59	to \$15.38	\$9,672	1.88%	0.75%	to 1.35%	18.71%	to 19.50%	
2012			749	\$12.29	to \$12.87	\$9,408	2.26%	0.75%	to 1.35%	13.59%	to 14.20%	
2011			887	\$10.82	to \$11.27	\$9,777	1.62%	0.75%	to 1.35%	-5.91%	to -5.29%	
2010			955	\$11.50	to \$11.90	\$11,158	1.23%	0.75%	to 1.35%	12.97%	to 13.66%	
Voya Solution 2045 Portfolio - Service Class												
2014			62	\$15.65	to \$16.60	\$989	1.76%	0.75%	to 1.35%	4.68%	to 5.33%	
2013			84	\$14.95	to \$15.76	\$1,278	1.64%	0.75%	to 1.35%	21.74%	to 22.55%	
2012			103	\$12.28	to \$12.86	\$1,283	1.82%	0.75%	to 1.35%	13.91%	to 14.51%	
2011			104	\$10.78	to \$11.23	\$1,131	1.17%	0.75%	to 1.35%	-6.42%	to -5.79%	
2010			109	\$11.52	to \$11.92	\$1,270	0.90%	0.75%	to 1.35%	13.61%	to 14.29%	
Voya Solution Income Portfolio - Service Class												
2014			416	\$13.73	to \$14.56	\$5,899	2.56%	0.75%	to 1.35%	4.33%	to 4.97%	
2013			460	\$13.16	to \$13.87	\$6,221	3.29%	0.75%	to 1.35%	5.53%	to 6.12%	
2012			460	\$12.47	to \$13.07	\$5,875	4.51%	0.75%	to 1.35%	8.25%	to 9.01%	
2011			515	\$11.52	to \$11.99	\$6,055	4.06%	0.75%	to 1.35%	-0.95%	to -0.42%	
2010			574	\$11.63	to \$12.04	\$6,790	3.21%	0.75%	to 1.35%	8.09%	to 8.76%	
VY® American Century Small-Mid Cap Value Portfolio - Service Class												
2014			72	\$28.51	to \$31.44	\$2,219	1.29%	0.75%	to 1.35%	10.99%	to 11.61%	
2013			71	\$25.63	to \$28.23	\$1,968	1.16%	0.75%	to 1.35%	29.57%	to 30.42%	
2012			85	\$19.73	to \$21.71	\$1,828	1.05%	0.75%	to 1.35%	14.75%	to 15.45%	
2011			106	\$17.14	to \$18.85	\$1,975	1.15%	0.75%	to 1.35%	-4.44%	to -3.85%	
2010			157	\$17.90	to \$19.66	\$3,047	1.06%	0.75%	to 1.35%	20.36%	to 21.06%	
VY® Baron Growth Portfolio - Service Class												
2014			20,500	\$16.33	to \$31.79	\$423,203	0.07%	0.75%	to 2.35%	1.91%	to 3.55%	
2013			25,234	\$16.01	to \$30.70	\$507,090	1.29%	0.75%	to 2.35%	35.59%	to 37.79%	
2012			23,792	\$11.79	to \$22.28	\$351,077	-	0.75%	to 2.60%	16.58%	to 18.76%	
2011			26,714	\$10.08	to \$18.76	\$335,771	-	0.75%	to 2.60%	-0.43%	to 1.46%	
2010			27,327	\$10.09	to \$18.49	\$342,203	-	0.75%	to 2.60%	23.17%	to 25.61%	

**VOYA INSURANCE AND ANNUITY COMPANY**  
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Fund Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Investment		Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)
				Income Ratio <sup>B</sup>			
VY® Columbia Contrarian Core Portfolio - Service Class							
2014	20,357	\$13.14 to \$20.67	\$298,555	0.79%	0.75%	to 2.60%	9.93% to 12.01%
2013	22,276	\$11.92 to \$18.51	\$294,606	1.39%	0.75%	to 2.60%	31.24% to 33.74%
2012	24,498	\$9.05 to \$13.88	\$244,764	0.29%	0.75%	to 2.60%	9.35% to 11.42%
2011	26,804	\$8.24 to \$12.49	\$242,733	0.98%	0.75%	to 2.60%	-7.16% to -5.44%
2010	30,184	\$8.85 to \$13.23	\$291,613	0.41%	0.75%	to 2.60%	9.11% to 11.26%
VY® Columbia Small Cap Value II Portfolio - Service Class							
2014	8,699	\$14.21 to \$17.56	\$130,648	0.17%	0.95%	to 2.35%	1.86% to 3.34%
2013	9,998	\$13.95 to \$17.00	\$146,551	0.79%	0.95%	to 2.35%	36.63% to 38.68%
2012	11,729	\$10.21 to \$12.27	\$124,999	0.24%	0.95%	to 2.35%	11.58% to 13.14%
2011	13,429	\$9.15 to \$10.85	\$127,517	0.41%	0.95%	to 2.35%	-4.98% to -3.60%
2010	15,497	\$9.52 to \$11.27	\$153,917	1.16%	0.95%	to 2.60%	22.05% to 24.12%
VY® Invesco Comstock Portfolio - Service Class							
2014	14,804	\$14.90 to \$22.82	\$274,735	1.89%	0.75%	to 2.35%	6.54% to 8.33%
2013	15,436	\$13.89 to \$21.12	\$268,151	0.82%	0.75%	to 2.60%	31.57% to 34.00%
2012	14,417	\$10.47 to \$15.80	\$189,072	1.27%	0.75%	to 2.60%	15.46% to 17.69%
2011	15,372	\$8.97 to \$13.45	\$173,078	1.34%	0.75%	to 2.60%	-4.60% to -2.75%
2010	16,119	\$9.32 to \$13.88	\$189,031	1.38%	0.75%	to 2.60%	12.14% to 14.24%
VY® Invesco Equity and Income Portfolio - Initial Class							
2014	88	\$18.29 to \$19.11	\$1,668	1.55%	0.75%	to 1.20%	7.65% to 8.15%
2013	96	\$16.99 to \$17.67	\$1,696	1.38%	0.75%	to 1.20%	23.47% to 24.00%
2012	107	\$13.76 to \$14.25	\$1,502	2.34%	0.75%	to 1.20%	11.42% to 11.94%
2011	123	\$12.35 to \$12.73	\$1,540	2.04%	0.75%	to 1.20%	-2.29% to -1.85%
2010	160	\$12.64 to \$12.97	\$2,046	1.74%	0.75%	to 1.20%	10.97% to 11.52%
VY® Invesco Equity and Income Portfolio - Service Class							
2014	46,926	\$13.55 to \$22.41	\$798,096	2.15%	0.50%	to 2.35%	6.20% to 7.91%
2013	15,145	\$12.34 to \$20.83	\$242,782	1.29%	0.75%	to 2.35%	21.64% to 23.71%
2012	13,440	\$10.11 to \$16.88	\$176,309	1.91%	0.75%	to 2.60%	9.51% to 11.63%
2011	14,689	\$9.18 to \$15.16	\$174,083	1.91%	0.75%	to 2.60%	-3.83% to -2.06%
2010	16,986	\$9.50 to \$15.52	\$207,495	1.64%	0.75%	to 2.60%	9.13% to 11.22%

**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Fund		Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Investment		Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)
	Inception Date <sup>A</sup>	Income Ratio <sup>B</sup>							
VY® Invesco Equity and Income Portfolio - Service 2 Class									
2014	02/10/2014	46,380	\$10.84	to \$10.99	\$505,717	(e)	0.80%	to 2.35%	(e)
2013		(e)	(e)	(e)	(e)	(e)	(e)	(e)	(e)
2012		(e)	(e)	(e)	(e)	(e)	(e)	(e)	(e)
2011		(e)	(e)	(e)	(e)	(e)	(e)	(e)	(e)
2010		(e)	(e)	(e)	(e)	(e)	(e)	(e)	(e)
VY® JPMorgan Mid Cap Value Portfolio - Service Class									
2014		9,469	\$17.00	to \$32.61	\$197,781	0.72%	0.75%	to 2.35%	12.29% to 14.10%
2013		13,131	\$15.14	to \$28.58	\$244,250	0.65%	0.75%	to 2.35%	28.52% to 30.56%
2012		11,668	\$11.78	to \$21.89	\$168,040	0.77%	0.75%	to 2.35%	17.21% to 19.10%
2011		10,281	\$10.05	to \$18.38	\$125,814	0.84%	0.75%	to 2.35%	-0.59% to 1.10%
2010		9,712	\$10.11	to \$18.18	\$121,321	0.90%	0.75%	to 2.45%	19.98% to 22.01%
VY® Oppenheimer Global Portfolio - Initial Class									
2014		220	\$17.62	to \$19.93	\$4,222	1.11%	0.75%	to 2.00%	0.28% to 1.58%
2013		260	\$17.57	to \$19.62	\$4,929	1.32%	0.75%	to 2.00%	24.52% to 26.17%
2012		317	\$14.11	to \$15.55	\$4,775	1.31%	0.75%	to 2.00%	19.27% to 20.73%
2011		389	\$11.83	to \$12.88	\$4,872	1.46%	0.75%	to 2.00%	-9.97% to -8.78%
2010		492	\$13.07	to \$14.12	\$6,776	1.56%	0.75%	to 2.10%	13.65% to 15.17%
VY® Oppenheimer Global Portfolio - Service Class									
2014		7,780	\$13.41	to \$24.00	\$144,433	0.96%	0.75%	to 2.55%	-0.50% to 1.34%
2013		9,113	\$12.93	to \$23.74	\$169,506	1.20%	0.75%	to 2.60%	23.52% to 25.84%
2012		8,771	\$10.36	to \$18.90	\$130,891	1.00%	0.75%	to 2.60%	18.18% to 20.49%
2011		9,333	\$8.68	to \$15.74	\$116,446	1.32%	0.75%	to 2.60%	-10.74% to -9.12%
2010		8,943	\$9.62	to \$17.35	\$124,699	1.37%	0.75%	to 2.60%	12.82% to 14.95%
VY® T. Rowe Price Diversified Mid Cap Growth Portfolio - Service Class									
2014		302	\$22.43	to \$27.91	\$8,177	0.04%	0.75%	to 1.35%	10.15% to 10.81%
2013		347	\$20.31	to \$25.25	\$8,538	0.16%	0.75%	to 1.35%	32.93% to 33.69%
2012		459	\$15.24	to \$18.93	\$8,501	0.24%	0.75%	to 1.35%	14.29% to 15.02%
2011		576	\$13.30	to \$16.50	\$9,331	0.12%	0.75%	to 1.35%	-5.21% to -4.64%
2010		694	\$13.99	to \$17.34	\$11,833	0.07%	0.75%	to 1.35%	26.40% to 27.20%

**VOYA INSURANCE AND ANNUITY COMPANY**  
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	Fund		Investment		Expense Ratio <sup>C</sup>		Total Return <sup>D</sup>	
	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>	(lowest to highest)	(lowest to highest)	
VY® T. Rowe Price Growth Equity Portfolio - Service Class								
2014		15,938	\$14.46 to \$25.08	\$245,087	-	0.75% to 2.35%	5.86% to 7.64%	
2013		17,930	\$13.66 to \$23.37	\$258,344	0.02%	0.75% to 2.35%	35.65% to 37.84%	
2012		14,940	\$10.07 to \$16.99	\$158,174	-	0.75% to 2.35%	15.88% to 17.76%	
2011		11,616	\$8.69 to \$14.47	\$105,828	-	0.75% to 2.35%	-3.66% to -2.11%	
2010		11,556	\$8.93 to \$14.81	\$108,925	0.03%	0.75% to 2.60%	13.47% to 15.78%	
VY® Templeton Foreign Equity Portfolio - Service Class								
2014		49,812	\$8.84 to \$12.57	\$548,594	2.25%	0.75% to 2.35%	-9.04% to -7.56%	
2013		55,425	\$9.68 to \$13.64	\$667,777	1.32%	0.75% to 2.35%	17.09% to 18.99%	
2012		59,624	\$8.23 to \$11.48	\$609,649	2.09%	0.75% to 2.60%	15.92% to 17.85%	
2011		21,745	\$7.08 to \$9.78	\$190,490	1.75%	0.75% to 2.35%	-14.34% to -12.95%	
2010		25,636	\$8.22 to \$11.25	\$260,443	2.06%	0.75% to 2.60%	5.73% to 7.77%	
Voya Strategic Allocation Conservative Portfolio - Class S								
2014		115	\$18.18 to \$19.28	\$2,167	2.63%	0.75% to 1.35%	4.97% to 5.59%	
2013		126	\$17.32 to \$18.26	\$2,250	1.94%	0.75% to 1.35%	10.25% to 10.94%	
2012		97	\$15.71 to \$16.46	\$1,560	2.46%	0.75% to 1.35%	10.48% to 11.14%	
2011		88	\$14.22 to \$14.81	\$1,286	3.65%	0.75% to 1.35%	0.14% to 0.82%	
2010		100	\$14.20 to \$14.69	\$1,451	4.21%	0.75% to 1.35%	9.48% to 10.04%	
Voya Strategic Allocation Growth Portfolio - Class S								
2014		31	\$21.04 to \$22.31	\$669	1.78%	0.75% to 1.35%	4.83% to 5.43%	
2013		28	\$20.07 to \$21.16	\$566	1.49%	0.75% to 1.35%	20.47% to 21.19%	
2012		30	\$16.66 to \$17.46	\$505	1.04%	0.75% to 1.35%	13.10% to 13.89%	
2011		31	\$14.73 to \$15.33	\$460	2.64%	0.75% to 1.35%	-4.41% to -3.89%	
2010		39	\$15.41 to \$15.95	\$601	3.36%	0.75% to 1.35%	11.26% to 11.93%	
Voya Strategic Allocation Moderate Portfolio - Class S								
2014		59	\$19.51 to \$20.69	\$1,189	2.08%	0.75% to 1.35%	5.06% to 5.72%	
2013		74	\$18.57 to \$19.57	\$1,403	1.80%	0.75% to 1.35%	14.70% to 15.39%	
2012		63	\$16.19 to \$16.96	\$1,042	1.69%	0.75% to 1.35%	11.89% to 12.54%	
2011		66	\$14.47 to \$15.07	\$973	2.75%	0.75% to 1.35%	-2.23% to -1.63%	
2010		51	\$14.80 to \$15.32	\$775	4.19%	0.75% to 1.35%	10.20% to 10.93%	

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
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	Fund		Investment					Expense Ratio <sup>C</sup>		Total Return <sup>D</sup>	
	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>			(lowest to highest)		(lowest to highest)	
Voya Growth and Income Portfolio - Class A											
2014		83,625	\$14.58 to \$15.55	\$1,250,813	1.47%	0.75%	to	2.35%	7.60%	to	9.35%
2013		97,739	\$13.55 to \$14.22	\$1,349,848	0.87%	0.75%	to	2.35%	27.11%	to	29.16%
2012		110,959	\$10.66 to \$11.01	\$1,198,252	1.39%	0.75%	to	2.35%	12.45%	to	14.33%
2011	01/21/2011	123,527	\$9.46 to \$9.63	\$1,177,999	(b)	0.75%	to	2.60%	(b)	(b)	(b)
2010		(b)	(b)	(b)	(b)						
Voya Growth and Income Portfolio - Class I											
2014		65	\$12.81 to \$14.13	\$852	1.90%	0.95%	to	2.00%	8.47%	to	9.66%
2013		78	\$11.81 to \$12.92	\$937	2.20%	0.95%	to	2.00%	28.77%	to	29.07%
2012		7	\$9.94 to \$10.01	\$65	1.41%	1.25%	to	1.40%	14.25%	to	14.27%
2011		9	\$8.70 to \$8.76	\$77	1.05%	1.25%	to	1.40%	-1.69%	to	-1.46%
2010		13	\$8.85 to \$8.89	\$114	0.90%	1.25%	to	1.40%	12.45%	to	12.67%
Voya Growth and Income Portfolio - Class S											
2014		52,449	\$12.81 to \$24.18	\$706,996	1.65%	0.75%	to	2.35%	7.83%	to	9.61%
2013		62,008	\$11.69 to \$22.06	\$770,429	1.05%	0.75%	to	2.60%	26.93%	to	29.38%
2012		72,404	\$9.21 to \$17.05	\$701,221	1.56%	0.50%	to	2.60%	12.45%	to	14.86%
2011		84,838	\$8.19 to \$14.88	\$724,196	1.47%	0.50%	to	2.60%	-3.08%	to	-1.00%
2010		51,286	\$8.45 to \$15.07	\$449,666	0.79%	0.50%	to	2.60%	10.89%	to	13.28%
Voya Euro STOXX 50® Index Portfolio - Class A											
2014		2,843	\$9.02 to \$9.72	\$26,452	3.05%	0.95%	to	2.35%	-11.83%	to	-10.50%
2013		3,391	\$10.23 to \$10.86	\$35,414	2.00%	0.95%	to	2.35%	22.55%	to	24.26%
2012		1,036	\$8.38 to \$8.74	\$8,828	2.58%	0.95%	to	2.25%	19.18%	to	20.75%
2011		415	\$7.03 to \$7.24	\$2,955	14.38%	0.95%	to	2.25%	-19.20%	to	-18.12%
2010		541	\$8.69 to \$8.83	\$4,739	0.22%	1.00%	to	2.35%	-11.13%	to	-10.18%
Voya FTSE 100® Index Portfolio - Class A											
2014		458	\$12.11 to \$13.04	\$5,743	3.70%	0.95%	to	2.35%	-9.02%	to	-7.78%
2013		379	\$13.31 to \$14.14	\$5,170	4.39%	0.95%	to	2.35%	16.04%	to	17.74%
2012		193	\$11.47 to \$12.01	\$2,261	2.59%	0.95%	to	2.35%	12.56%	to	14.16%
2011		222	\$10.19 to \$10.52	\$2,300	4.95%	0.95%	to	2.35%	-6.43%	to	-5.06%
2010		328	\$10.89 to \$11.07	\$3,595	0.28%	1.00%	to	2.35%	6.44%	to	7.59%

**VOYA INSURANCE AND ANNUITY COMPANY**

**SEPARATE ACCOUNT B**

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	Fund		Units (000's)	Unit Fair Value (lowest to highest)		Net Assets (000's)	Investment		Expense Ratio <sup>C</sup> (lowest to highest)		Total Return <sup>D</sup> (lowest to highest)			
	Inception Date <sup>A</sup>			Income Ratio <sup>B</sup>										
Voya Global Value Advantage Portfolio - Class S														
2014			16,621	\$9.47	to	\$10.60	\$164,912	2.93%	0.75%	to	2.35%	2.38%	to	4.02%
2013			18,226	\$9.25	to	\$10.19	\$175,466	3.54%	0.75%	to	2.35%	10.91%	to	12.85%
2012			20,465	\$8.34	to	\$9.03	\$176,328	4.00%	0.75%	to	2.35%	12.40%	to	14.16%
2011			22,299	\$7.42	to	\$7.91	\$169,736	3.21%	0.75%	to	2.35%	-6.08%	to	-4.58%
2010			24,986	\$7.89	to	\$8.29	\$201,282	3.31%	0.75%	to	2.35%	3.39%	to	5.07%
Voya Hang Seng Index Portfolio - Class S														
2014			2,344	\$13.82	to	\$14.99	\$33,527	2.26%	0.95%	to	2.35%	0.95%	to	2.40%
2013			2,793	\$13.69	to	\$14.64	\$39,381	4.23%	0.95%	to	2.35%	1.41%	to	2.88%
2012			3,815	\$13.50	to	\$14.23	\$52,710	1.03%	0.95%	to	2.35%	25.35%	to	27.17%
2011			4,031	\$10.77	to	\$11.19	\$44,179	2.58%	0.95%	to	2.35%	-20.34%	to	-19.21%
2010			5,992	\$13.52	to	\$13.85	\$81,884	0.06%	0.95%	to	2.35%	5.05%	to	6.54%
Voya Index Plus LargeCap Portfolio - Class S														
2014			7,851	\$13.68	to	\$21.39	\$123,551	1.29%	0.75%	to	2.35%	10.87%	to	12.70%
2013			9,282	\$12.29	to	\$19.03	\$130,749	1.61%	0.75%	to	2.35%	29.50%	to	31.66%
2012			11,145	\$9.46	to	\$14.49	\$120,472	1.38%	0.75%	to	2.60%	11.15%	to	13.27%
2011			13,071	\$8.46	to	\$12.83	\$125,981	1.62%	0.75%	to	2.60%	-2.98%	to	-1.05%
2010			16,416	\$8.66	to	\$13.00	\$161,332	1.70%	0.75%	to	2.60%	10.77%	to	12.77%
Voya Index Plus MidCap Portfolio - Class S														
2014			5,341	\$15.17	to	\$26.62	\$112,860	0.54%	0.75%	to	2.55%	6.52%	to	8.48%
2013			6,314	\$14.16	to	\$24.60	\$124,289	0.93%	0.75%	to	2.60%	30.67%	to	33.22%
2012			7,243	\$10.77	to	\$18.51	\$108,177	0.65%	0.75%	to	2.60%	14.39%	to	16.52%
2011			8,310	\$9.36	to	\$15.93	\$107,721	0.58%	0.75%	to	2.60%	-4.01%	to	-2.15%
2010			9,825	\$9.69	to	\$16.32	\$131,427	0.85%	0.75%	to	2.60%	18.48%	to	20.73%
Voya Index Plus SmallCap Portfolio - Class S														
2014			4,459	\$14.06	to	\$25.19	\$86,929	0.41%	0.75%	to	2.55%	2.55%	to	4.44%
2013			5,262	\$13.63	to	\$24.12	\$99,365	0.76%	0.75%	to	2.60%	38.66%	to	41.22%
2012			6,026	\$9.78	to	\$17.08	\$81,420	0.29%	0.75%	to	2.60%	9.19%	to	11.34%
2011			6,798	\$8.90	to	\$15.37	\$83,478	0.60%	0.75%	to	2.60%	-3.53%	to	-1.73%
2010			7,901	\$9.17	to	\$15.68	\$99,899	0.49%	0.75%	to	2.60%	19.20%	to	21.57%

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Notes to Financial Statements**

	Fund		Investment			Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)		
	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Income Ratio <sup>B</sup>				
Voya International Index Portfolio - Class A									
2014	02/10/2014	91,288	\$9.61	to \$9.76	\$882,816	(e)	0.75%	to 2.35%	(e)
2013		(e)	(e)		(e)	(e)	(e)		(e)
2012		(e)	(e)		(e)	(e)	(e)		(e)
2011		(e)	(e)		(e)	(e)	(e)		(e)
2010		(e)	(e)		(e)	(e)	(e)		(e)
Voya International Index Portfolio - Class S									
2014		5,009	\$8.44	to \$17.09	\$44,815	0.67%	0.75%	to 2.35%	to -6.87%
2013		6,821	\$9.22	to \$18.35	\$66,035	2.08%	0.75%	to 2.35%	to 20.17%
2012		5,493	\$7.79	to \$15.27	\$45,019	2.61%	0.75%	to 2.35%	to 17.64%
2011		5,593	\$6.74	to \$12.98	\$39,488	2.67%	0.75%	to 2.35%	to -13.12%
2010		7,945	\$7.82	to \$14.94	\$65,044	3.38%	0.75%	to 2.60%	to 6.79%
Voya Japan TOPIX® Index Portfolio - Class A									
2014		836	\$10.88	to \$11.69	\$9,380	1.01%	1.00%	to 2.35%	to -6.33%
2013		1,103	\$11.78	to \$12.51	\$13,312	2.31%	0.95%	to 2.35%	to 23.62%
2012		475	\$9.67	to \$10.12	\$4,664	0.73%	0.95%	to 2.35%	to 6.64%
2011		1,025	\$9.20	to \$9.49	\$9,567	1.85%	0.95%	to 2.35%	to -14.58%
2010		770	\$10.92	to \$11.11	\$8,463	0.07%	0.95%	to 2.35%	to 12.46%
Voya Russell™ Large Cap Growth Index Portfolio - Class S									
2014		9,971	\$22.16	to \$24.35	\$229,161	0.97%	0.75%	to 2.35%	to 11.90%
2013		9,043	\$19.85	to \$21.76	\$187,827	1.19%	0.75%	to 2.35%	to 30.69%
2012		9,520	\$15.23	to \$16.65	\$152,860	1.08%	0.75%	to 2.35%	to 13.42%
2011		10,214	\$13.34	to \$14.68	\$146,033	1.00%	0.75%	to 2.35%	to 3.16%
2010		10,188	\$13.02	to \$14.23	\$142,575	0.54%	0.75%	to 2.35%	to 11.61%
Voya Russell™ Large Cap Index Portfolio - Class S									
2014		29,813	\$13.96	to \$24.15	\$434,879	1.36%	0.80%	to 2.35%	to 11.73%
2013		30,100	\$12.70	to \$21.64	\$397,456	1.43%	0.80%	to 2.35%	to 30.67%
2012		32,375	\$9.86	to \$16.57	\$330,009	2.26%	0.80%	to 2.35%	to 14.38%
2011		33,016	\$8.68	to \$14.51	\$296,967	1.43%	0.80%	to 2.60%	to 1.32%
2010		39,726	\$8.73	to \$14.33	\$355,951	3.29%	0.80%	to 2.60%	to 11.17%

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Notes to Financial Statements**

	Fund Inception Date <sup>A</sup>	Investment			Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)
		Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)		
Voya Russell™ Large Cap Value Index Portfolio - Class S						
2014		5,321	\$21.09 to \$22.88	\$1115,903	1.41% to 0.95%	9.62% to 11.18%
2013		4,330	\$19.24 to \$20.58	\$85,774	1.48% to 0.95%	28.35% to 30.17%
2012		4,034	\$14.99 to \$15.81	\$61,922	1.35% to 0.95%	13.22% to 14.90%
2011		2,887	\$13.24 to \$13.76	\$38,950	1.41% to 0.95%	-1.78% to -0.43%
2010		2,581	\$13.42 to \$13.82	\$35,226	1.65% to 0.95%	8.23% to 10.12%
Voya Russell™ Mid Cap Growth Index Portfolio - Class S						
2014		11,015	\$24.42 to \$26.56	\$278,933	0.22% to 0.90%	8.49% to 10.07%
2013		12,722	\$22.51 to \$24.13	\$295,192	0.75% to 0.90%	31.79% to 33.68%
2012		14,090	\$17.08 to \$18.05	\$246,554	0.36% to 0.90%	12.74% to 14.46%
2011		15,771	\$15.04 to \$15.77	\$243,092	0.44% to 0.90%	-4.75% to -3.07%
2010		18,579	\$15.79 to \$16.27	\$297,977	0.29% to 0.90%	22.59% to 24.77%
Voya Russell™ Mid Cap Index Portfolio - Class S						
2014		13,716	\$15.84 to \$17.44	\$226,480	0.86% to 0.95%	9.77% to 11.37%
2013		12,697	\$14.43 to \$15.66	\$189,802	1.00% to 0.95%	30.71% to 32.60%
2012		10,856	\$11.04 to \$11.81	\$123,542	0.93% to 0.95%	13.93% to 15.56%
2011		10,358	\$9.69 to \$10.22	\$102,824	1.16% to 0.95%	-4.34% to -2.94%
2010		11,716	\$10.13 to \$10.53	\$120,857	0.51% to 0.95%	21.90% to 23.74%
Voya Russell™ Small Cap Index Portfolio - Class S						
2014		12,828	\$15.37 to \$16.97	\$205,770	0.78% to 0.90%	2.19% to 3.67%
2013		16,268	\$15.04 to \$16.37	\$253,638	1.07% to 0.90%	35.13% to 37.22%
2012		13,186	\$11.13 to \$11.93	\$151,300	0.68% to 0.90%	13.11% to 14.71%
2011		13,508	\$9.84 to \$10.40	\$136,076	0.79% to 0.90%	-6.37% to -5.02%
2010		16,262	\$10.51 to \$10.95	\$174,052	0.44% to 0.80%	23.07% to 25.00%
Voya Small Company Portfolio - Class S						
2014		5,568	\$15.77 to \$28.76	\$94,403	0.10% to 0.75%	3.75% to 5.48%
2013		6,326	\$15.20 to \$27.34	\$102,570	0.29% to 0.75%	34.16% to 36.34%
2012		6,827	\$11.33 to \$20.10	\$82,209	0.15% to 0.75%	11.63% to 13.40%
2011		8,403	\$10.15 to \$17.77	\$89,892	0.23% to 0.75%	-4.96% to -3.42%
2010		9,114	\$10.65 to \$18.44	\$102,443	0.32% to 0.75%	21.09% to 23.07%

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Notes to Financial Statements**

Fund	Inception Date <sup>A</sup>	Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Investment		Total Return <sup>D</sup> (lowest to highest)
					Income Ratio <sup>B</sup>	Expense Ratio <sup>C</sup> (lowest to highest)	
Voya International Value Portfolio - Class S							
2014		359	\$15.40 to \$17.33	6,084	2.99%	0.75% to 1.35%	-6.46% to -5.90%
2013		397	\$16.42 to \$18.46	7,159	2.33%	0.75% to 1.35%	19.30% to 19.96%
2012		457	\$13.73 to \$15.43	6,905	2.35%	0.75% to 1.35%	17.39% to 18.11%
2011		519	\$11.67 to \$13.09	6,655	2.35%	0.75% to 1.35%	-16.11% to -15.57%
2010		620	\$13.88 to \$15.55	9,445	1.72%	0.75% to 1.35%	1.00% to 1.56%
Voya MidCap Opportunities Portfolio - Class S							
2014		27,815	\$15.91 to \$31.82	489,948	0.33%	0.75% to 2.35%	5.98% to 7.74%
2013		33,947	\$15.00 to \$29.61	560,431	-	0.75% to 2.35%	28.62% to 30.67%
2012		27,450	\$11.65 to \$22.71	349,367	0.41%	0.50% to 2.35%	11.26% to 13.37%
2011		31,078	\$10.46 to \$20.14	353,299	-	0.50% to 2.35%	-3.14% to -1.33%
2010		34,369	\$10.79 to \$20.50	399,457	0.49%	0.50% to 2.60%	26.91% to 29.39%
Voya SmallCap Opportunities Portfolio - Class S							
2014		3,687	\$13.51 to \$30.31	56,360	-	0.75% to 2.35%	2.89% to 4.53%
2013		4,595	\$13.12 to \$29.06	67,639	-	0.75% to 2.35%	35.45% to 37.75%
2012		5,427	\$9.67 to \$21.16	58,278	-	0.75% to 2.35%	12.20% to 14.02%
2011		6,239	\$8.61 to \$18.60	58,855	-	0.75% to 2.35%	-1.79% to -0.20%
2010		7,156	\$8.76 to \$18.69	68,086	-	0.75% to 2.35%	28.98% to 31.14%
Wells Fargo Advantage VT Omega Growth Fund - Class 2							
2014		59	\$18.99 to \$19.69	1,131	-	1.40% to 2.20%	1.61% to 2.39%
2013		74	\$18.69 to \$19.23	1,401	0.16%	1.40% to 2.20%	36.82% to 37.95%
2012		82	\$13.66 to \$13.94	1,122	-	1.40% to 2.20%	17.76% to 18.74%
2011		106	\$11.60 to \$11.74	1,240	-	1.40% to 2.20%	-7.64% to -6.90%
2010	07/16/2010	118	\$12.56 to \$12.61	1,487	(a)	1.40% to 2.20%	(a)
Wells Fargo Advantage VT Index Asset Allocation Fund - Class 2							
2014		73	\$16.11 to \$19.17	1,373	1.50%	1.65% to 2.20%	15.48% to 16.11%
2013		96	\$13.95 to \$16.51	1,560	1.67%	1.65% to 2.20%	17.03% to 17.68%
2012		104	\$11.92 to \$14.36	1,443	1.37%	1.40% to 2.20%	10.58% to 11.40%
2011		164	\$10.78 to \$12.89	2,052	3.04%	1.40% to 2.20%	4.15% to 5.05%
2010		180	\$10.35 to \$12.27	2,156	1.73%	1.40% to 2.20%	10.70% to 11.65%

**VOYA INSURANCE AND ANNUITY COMPANY**  
**SEPARATE ACCOUNT B**  
**Notes to Financial Statements**

	Fund Inception		Units (000's)	Unit Fair Value (lowest to highest)	Net Assets (000's)	Investment		Expense Ratio <sup>C</sup> (lowest to highest)	Total Return <sup>D</sup> (lowest to highest)
	Date <sup>A</sup>					Income Ratio <sup>B</sup>			
Wells Fargo Advantage VT Intrinsic Value Fund - Class 2									
2014		40	\$14.78 to \$18.14	\$693	0.69%	1.65%	to 2.20%	7.88%	to 8.49%
2013		48	\$13.70 to \$16.72	\$766	1.06%	1.65%	to 2.20%	27.44%	to 28.12%
2012		60	\$10.75 to \$13.05	\$747	1.50%	1.65%	to 2.20%	16.85%	to 17.57%
2011		67	\$9.20 to \$11.10	\$721	0.52%	1.65%	to 2.20%	-4.37%	to -3.81%
2010		72	\$9.62 to \$11.54	\$807	0.73%	1.65%	to 2.20%	11.34%	to 11.93%
Wells Fargo Advantage VT Small Cap Growth Fund - Class 2									
2014		9	\$21.28 to \$25.75	\$229	-	1.65%	to 2.20%	-4.06%	to -3.49%
2013		12	\$22.18 to \$26.68	\$315	-	1.65%	to 2.20%	46.98%	to 47.73%
2012		13	\$15.09 to \$18.48	\$233	-	1.40%	to 2.20%	5.45%	to 6.33%
2011		22	\$14.31 to \$17.38	\$361	-	1.40%	to 2.20%	-6.65%	to -5.90%
2010		24	\$15.33 to \$18.47	\$436	-	1.40%	to 2.20%	23.93%	to 24.97%
Wells Fargo Advantage VT Total Return Bond Fund									
2014		38	\$13.06 to \$14.79	\$541	1.36%	1.40%	to 2.20%	3.24%	to 4.08%
2013		46	\$12.65 to \$14.21	\$633	1.19%	1.40%	to 2.20%	-4.60%	to -3.79%
2012		50	\$13.26 to \$14.77	\$712	1.54%	1.40%	to 2.20%	3.76%	to 4.60%
2011		62	\$12.78 to \$14.12	\$849	2.60%	1.40%	to 2.20%	5.97%	to 6.81%
2010		84	\$12.06 to \$13.22	\$1,075	3.34%	1.40%	to 2.20%	4.69%	to 5.51%

(a) As investment Division had no investments until 2010, this data is not meaningful and is therefore not presented.

(b) As investment Division had no investments until 2011, this data is not meaningful and is therefore not presented.

(c) As investment Division had no investments until 2012, this data is not meaningful and is therefore not presented.

(d) As investment Division had no investments until 2013, this data is not meaningful and is therefore not presented.

(e) As investment Division had no investments until 2014, this data is not meaningful and is therefore not presented.

(f) As investment Division is wholly comprised of new contracts at the end of the year, this data is not meaningful and is therefore not presented.

**A** The Fund Inception Date represents the first date the fund received money.

**B** The Investment Income Ratio represents dividends received by the Division, excluding capital gains distributions, divided by the average net assets. The recognition of investments income is determined by the timing of declaration of dividends by the underlying fund in which the Division invests.

**C** The Expense Ratio considers only the annualized contract expenses borne directly by the Account, excluding expenses charged through the redemption of units, and is equal to the mortality and expense, administrative, and other charges, as defined in the Charges and Fees note. Certain items in this table are presented as a range of minimum and maximum values; however, such information is calculated independently for each column in the table.

**D** Total Return is calculated as the change in unit value for each Contract presented in the Statements of Assets and Liabilities. Certain items in this table are presented as a range of minimum and maximum values; however, such information is calculated independently for each column in the table.

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**

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Statements of Operations for the years ended December 31, 2014, 2013 and 2012	C- <a href="#"><u>5</u></a>
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## **Report of Independent Registered Public Accounting Firm**

The Board of Directors  
Voya Insurance and Annuity Company

We have audited the accompanying balance sheets of Voya Insurance and Annuity Company as of December 31, 2014 and 2013, and the related statements of operations, comprehensive income, changes in shareholder's equity, and cash flows for each of the three years in the period ended December 31, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits include consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Voya Insurance and Annuity Company at December 31, 2014 and 2013, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Atlanta, Georgia  
March 27, 2015

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Balance Sheets**  
**December 31, 2014 and 2013**  
(In millions, except share and per share data)

	<b>As of December 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Assets</b>		
Investments:		
Fixed maturities, available-for-sale, at fair value (amortized cost of \$20,814.2 as of 2014 and \$20,244.6 as of 2013)	\$ 22,169.4	\$ 21,105.9
Fixed maturities, at fair value using the fair value option	480.8	385.0
Equity securities, available-for-sale, at fair value (cost of \$3.1 as of 2014 and \$3.8 as of 2013)	6.7	6.1
Short-term investments	746.8	567.0
Mortgage loans on real estate, net of valuation allowance of \$0.8 as of 2014 and \$1.1 as of 2013	2,854.4	2,837.3
Policy loans	87.4	94.9
Limited partnerships/corporations	172.9	133.2
Derivatives	891.4	342.4
Other investments	49.4	56.2
Securities pledged (amortized cost of \$567.3 as of 2014 and \$964.1 as of 2013)	626.8	959.2
<b>Total investments</b>	<b>28,086.0</b>	<b>26,487.2</b>
Cash and cash equivalents	362.4	398.0
Short-term investments under securities loan agreements, including collateral delivered	170.1	163.6
Accrued investment income	224.1	220.3
Deposits and reinsurance recoverable	4,969.0	3,941.6
Deferred policy acquisition costs, Value of business acquired and Sales inducements to contract owners	2,683.3	2,812.5
Due from affiliates	31.8	33.0
Current income tax recoverable from Parent	—	22.6
Deferred income taxes	—	51.3
Other assets	382.8	384.1
Assets held in separate accounts	38,547.7	42,008.3
<b>Total assets</b>	<b>\$ 75,457.2</b>	<b>\$ 76,522.5</b>

*The accompanying notes are an integral part of these Financial Statements.*

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Balance Sheets**  
**December 31, 2014 and 2013**  
(In millions, except share and per share data)

	<b>As of December 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Liabilities and Shareholder's Equity</b>		
Future policy benefits and contract owner account balances	\$ 26,145.0	\$ 25,412.8
Payable for securities purchased	2.4	32.6
Payables under securities loan agreements, including collateral held	432.8	211.1
Long-term debt	435.0	435.0
Due to affiliates	58.9	60.1
Funds held under reinsurance treaties with affiliates	5,653.1	3,728.7
Derivatives	340.6	731.9
Current income tax payable to Parent	2.1	—
Deferred income taxes	44.9	—
Other liabilities	174.5	169.7
Liabilities related to separate accounts	38,547.7	42,008.3
Total liabilities	<u>71,837.0</u>	<u>72,790.2</u>
Shareholder's equity:		
Common stock (250,000 shares authorized, issued and outstanding as of 2014 and 2013; \$10 par value per share)	2.5	2.5
Additional paid-in capital	5,310.6	5,525.6
Accumulated other comprehensive income (loss)	609.0	481.2
Retained earnings (deficit)	(2,301.9)	(2,277.0)
Total shareholder's equity	<u>3,620.2</u>	<u>3,732.3</u>
Total liabilities and shareholder's equity	<u><u>\$ 75,457.2</u></u>	<u><u>\$ 76,522.5</u></u>

*The accompanying notes are an integral part of these Financial Statements.*

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Statements of Operations**  
**For the Years Ended December 31, 2014, 2013 and 2012**  
(In millions)

	<b>Year Ended December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
<b>Revenues:</b>			
Net investment income	\$ 1,264.7	\$ 1,267.2	\$ 1,285.5
Fee income	824.8	839.7	810.9
Premiums	537.8	436.3	459.0
Net realized capital gains (losses):			
Total other-than-temporary impairments	(6.0)	(12.1)	(27.9)
Less: Portion of other-than-temporary impairments recognized in Other comprehensive income (loss)	(0.3)	(1.8)	(9.4)
Net other-than-temporary impairments recognized in earnings	(5.7)	(10.3)	(18.5)
Other net realized capital gains (losses)	(768.4)	(2,205.5)	(1,355.6)
Total net realized capital gains (losses)	(774.1)	(2,215.8)	(1,374.1)
Other revenue	29.8	29.8	34.7
Total revenues	1,883.0	357.2	1,216.0
<b>Benefits and expenses:</b>			
Interest credited and other benefits to contract owners/policyholders	1,391.9	(1,855.4)	364.5
Operating expenses	489.6	462.3	444.3
Net amortization of Deferred policy acquisition costs and Value of business acquired	(116.0)	1,522.4	343.7
Interest expense	28.2	28.2	30.9
Other expense	16.9	31.1	27.3
Total benefits and expenses	1,810.6	188.6	1,210.7
Income (loss) before income taxes	72.4	168.6	5.3
Income tax expense (benefit)	97.3	185.5	182.3
Net income (loss)	\$ (24.9)	\$ (16.9)	\$ (177.0)

*The accompanying notes are an integral part of these Financial Statements.*

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Statements of Comprehensive Income**  
**For the Years Ended December 31, 2014, 2013 and 2012**  
(In millions)

	<b>Year Ended December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
Net income (loss)	\$ (24.9)	\$ (16.9)	\$ (177.0)
Other comprehensive income (loss), before tax:			
Unrealized gains/losses on securities	180.1	(252.8)	514.6
Other-than-temporary impairments	16.7	17.7	12.7
Pension and other postretirement benefits liability	(0.2)	(0.2)	(0.2)
Other comprehensive income (loss), before tax	196.6	(235.3)	527.1
Income tax expense (benefit) related to items of other comprehensive income (loss)	68.8	(82.3)	138.0
Other comprehensive income (loss), after tax	127.8	(153.0)	389.1
Comprehensive income (loss)	\$ 102.9	\$ (169.9)	\$ 212.1

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**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Statements of Changes in Shareholder's Equity**  
**For the Years Ended December 31, 2014, 2013 and 2012**  
(In millions)

	<b>Common Stock</b>	<b>Additional Paid-In Capital</b>	<b>Accumulated Other Comprehensive Income (Loss)</b>	<b>Retained Earnings (Deficit)</b>	<b>Total Shareholder's Equity</b>
Balance at January 1, 2012	\$ 2.5	\$ 5,971.6	\$ 245.1	\$ (2,083.1)	\$ 4,136.1
Comprehensive income (loss):					
Net income (loss)	—	—	—	(177.0)	(177.0)
Other comprehensive income (loss), after tax	—	—	389.1	—	389.1
Total comprehensive income (loss)					212.1
Dividends paid and distributions of capital	—	(250.0)	—	—	(250.0)
Employee related benefits	—	33.9	—	—	33.9
Balance at December 31, 2012	2.5	5,755.5	634.2	(2,260.1)	4,132.1
Comprehensive income (loss):					
Net income (loss)	—	—	—	(16.9)	(16.9)
Other comprehensive income (loss), after tax	—	—	(153.0)	—	(153.0)
Total comprehensive income (loss)					(169.9)
Dividends paid and distributions of capital	—	(230.0)	—	—	(230.0)
Employee related benefits	—	0.1	—	—	0.1
Balance at December 31, 2013	2.5	5,525.6	481.2	(2,277.0)	3,732.3
Comprehensive income (loss):					
Net income (loss)	—	—	—	(24.9)	(24.9)
Other comprehensive income (loss), after tax	—	—	127.8	—	127.8
Total comprehensive income (loss)					102.9
Dividends paid and distributions of capital	—	(216.0)	—	—	(216.0)
Employee related benefits	—	1.0	—	—	1.0
Balance at December 31, 2014	<u>\$ 2.5</u>	<u>\$ 5,310.6</u>	<u>\$ 609.0</u>	<u>\$ (2,301.9)</u>	<u>\$ 3,620.2</u>

*The accompanying notes are an integral part of these Financial Statements.*

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Statements of Cash Flows**  
**For the Years Ended December 31, 2014, 2013 and 2012**  
(In millions)

	<b>Year Ended December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
<b>Cash Flows from Operating Activities:</b>			
Net income (loss)	\$ (24.9)	\$ (16.9)	\$ (177.0)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Capitalization of deferred policy acquisition costs, value of business acquired and sales inducements	(146.6)	(126.9)	(137.6)
Net amortization of deferred policy acquisition costs, value of business acquired and sales inducements	(96.7)	1,994.4	646.9
Net accretion/amortization of discount/premium	16.0	44.2	50.1
Future policy benefits, claims reserves and interest credited	1,145.3	290.3	575.8
Deferred income tax expense (benefit)	27.4	(1.9)	(66.5)
Net realized capital (gains) losses	774.1	2,215.8	1,374.1
Employee share-based payments	(0.3)	0.1	33.9
Change in:			
Accrued investment income	(3.8)	(11.6)	24.6
Reinsurance recoverable	(1,195.1)	66.3	(37.8)
Other receivables and asset accruals	(3.9)	(11.3)	0.4
Other reinsurance asset	7.6	28.2	21.5
Due to/from affiliates	—	—	261.7
Income tax recoverable	24.7	(45.2)	226.6
Other payables and accruals	1,929.2	(367.3)	(1,393.8)
Other, net	(10.6)	(50.4)	12.8
Net cash provided by operating activities	<u>\$ 2,442.4</u>	<u>\$ 4,007.8</u>	<u>\$ 1,415.7</u>

*The accompanying notes are an integral part of these Financial Statements.*

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Statements of Cash Flows**  
**For the Years Ended December 31, 2014, 2013 and 2012**  
(In millions)

	Year Ended December 31,		
	2014	2013	2012
<b>Cash Flows from Investing Activities:</b>			
Proceeds from the sale, maturity, disposal or redemption of:			
Fixed maturities	\$ 4,169.4	\$ 6,647.7	\$ 6,606.1
Equity securities, available-for-sale	0.4	9.0	2.7
Mortgage loans on real estate	562.0	646.6	687.2
Limited partnerships/corporations	33.9	94.8	153.3
Acquisition of:			
Fixed maturities	(4,531.7)	(8,771.0)	(4,757.0)
Equity securities, available-for-sale	—	(0.6)	(2.6)
Mortgage loans on real estate	(578.8)	(648.9)	(384.7)
Limited partnerships/corporations	(63.2)	(12.1)	(25.9)
Derivatives, net	(969.4)	(2,067.1)	(1,232.4)
Short-term investments, net	(179.8)	2,119.6	(285.7)
Loan-Dutch State obligation, net	—	—	651.5
Policy loans, net	7.5	6.9	10.2
Collateral received (delivered) , net	215.2	(719.1)	(54.5)
Other investments, net	25.0	22.0	—
Other, net	—	—	(0.1)
Net cash (used in) provided by investing activities	(1,309.5)	(2,672.2)	1,368.1
<b>Cash Flows from Financing Activities:</b>			
Deposits received for investment contracts	\$ 3,363.0	\$ 7,432.8	\$ 6,651.8
Maturities and withdrawals from investment contracts	(4,484.5)	(8,868.9)	(9,638.8)
Receipts on deposit contracts	167.7	432.9	91.7
Short-term loans to affiliates, net	—	—	535.9
Excess tax benefits on share-based compensation	1.3	—	—
Dividends paid and distributions of capital	(216.0)	(230.0)	(250.0)
Net cash used in financing activities	(1,168.5)	(1,233.2)	(2,609.4)
Net (decrease) increase in cash and cash equivalents	(35.6)	102.4	174.4
Cash and cash equivalents, beginning of year	398.0	295.6	121.2
Cash and cash equivalents, end of year	\$ 362.4	\$ 398.0	\$ 295.6
Supplemental cash flow information:			
Income taxes paid, net	\$ 44.3	\$ 232.5	\$ 40.0
Interest paid	28.2	28.2	28.2

*The accompanying notes are an integral part of these Financial Statements.*

## **1. Business, Basis of Presentation and Significant Accounting Policies**

### ***Business***

Voya Insurance and Annuity Company ("VIAC" or "the Company"), which changed its name from ING USA Annuity and Life Insurance Company on September 1, 2014, is a stock life insurance company domiciled in the State of Iowa and provides financial products and services in the United States. VIAC is authorized to conduct its insurance business in all states, except New York, and in the District of Columbia.

Prior to May 2013, Voya Financial, Inc. (which changed its name from ING U.S., Inc. on April 7, 2014), together with its subsidiaries, including the Company was an indirect, wholly owned subsidiary of ING Groep N.V. ("ING Group" or "ING"), a global financial services holding company based in The Netherlands, with American Depository Shares listed on the New York Stock Exchange. In 2009, ING Group announced the anticipated separation of its global banking and insurance businesses, including the divestiture of Voya Financial, Inc., together with its subsidiaries, including the Company. On April 11, 2013, Voya Financial, Inc. (formerly ING U.S., Inc.) announced plans to rebrand as Voya Financial, Inc. On May 2, 2013, the common stock of Voya Financial, Inc. began trading on the New York Stock Exchange under the symbol "VOYA." On May 7, 2013 and May 31, 2013, Voya Financial, Inc. completed its initial public offering of common stock, including the issuance and sale by Voya Financial, Inc. of 30,769,230 shares of common stock and the sale by ING Insurance International B.V. ("ING International"), an indirect, wholly owned subsidiary of ING Group and previously the sole stockholder of Voya Financial, Inc., of 44,201,773 shares of outstanding common stock of Voya Financial, Inc. (collectively, "the IPO"). On September 30, 2013, ING International transferred all of its shares of Voya Financial, Inc. common stock to ING Group.

On October 29, 2013, ING Group completed a sale of 37,950,000 shares of common stock of Voya Financial, Inc. in a registered public offering ("Secondary Offering"), reducing ING Group's ownership stake in Voya Financial, Inc. to 57%.

On March 25, 2014, ING Group completed a sale of 30,475,000 shares of common stock of Voya Financial, Inc. in a registered public offering (the "March 2014 Offering"). On March 25, 2014, pursuant to the terms of a share repurchase agreement between ING Group and Voya Financial, Inc., Voya Financial, Inc. acquired 7,255,853 shares of its common stock from ING Group (the "March 2014 Direct Share Repurchase") (the March 2014 Offering and the March 2014 Direct Share Repurchase collectively, the "March 2014 Transactions"). Upon completion of the March 2014 Transactions, ING Group's ownership stake in Voya Financial, Inc. was reduced to approximately 43%.

On September 8, 2014, ING Group completed a sale of 22,277,993 shares of common stock of Voya Financial, Inc. in a registered public offering (the "September 2014 Offering"). Also on September 8, 2014, pursuant to the terms of a share repurchase agreement between ING Group and Voya Financial, Inc., Voya Financial, Inc. acquired 7,722,007 shares of its common stock from ING Group (the "September 2014 Direct Share Buyback") (the September 2014 Offering and the September 2014 Direct Share Buyback collectively, the "September 2014 Transactions"). Upon completion of the September 2014 Transactions, ING Group's ownership stake in Voya Financial, Inc. was reduced to 32.5%.

On November 18, 2014, ING Group completed a sale of 30,030,013 shares of common stock of Voya Financial, Inc. in a registered public offering (the "November 2014 Offering"). Also on November 18, 2014, pursuant to the terms of a share repurchase agreement between ING Group and Voya Financial, Inc., Voya Financial, Inc. acquired 4,469,987 shares of its common stock from ING Group (the "November 2014 Direct Share Repurchase") (the November 2014 Offering and the November 2014 Direct Share Repurchase collectively, the "November 2014 Transactions"). Upon completion of the November 2014 Transactions, ING Group's ownership stake in Voya Financial, Inc. was reduced to 19%.

On March 9, 2015, ING Group completed a sale of 32,018,100 shares of common stock of Voya Financial, Inc. in a registered public offering (the "March 2015 Offering"). Also on March 9, 2015, pursuant to the terms of a share repurchase agreement between ING Group and Voya Financial, Inc., Voya Financial, Inc. acquired 13,599,274 shares of its common stock from ING Group (the "March 2015 Direct Share Buyback") (the March 2015 Offering and the March 2015 Direct Share Buyback collectively, the "March 2015 Transactions"). Upon completion of the March 2015 Transactions, ING Group has exited its stake in Voya Financial, Inc. common stock. ING Group continues to hold warrants to purchase up to 26,050,846 shares of Voya Financial, Inc. common stock at an exercise price of \$48.75, in each case subject to adjustments. As a result of the completion of the March 2015 Transactions, ING Group has

satisfied the provisions of its agreement with the European Union regarding the divestment of its U.S. insurance and investment operations, which required ING Group to divest 100% of its ownership interest in Voya Financial, Inc. together with its subsidiaries, including the Company by the end of 2016.

VIAC is a direct, wholly owned subsidiary of Voya Holdings Inc. (formerly Lion Connecticut Holdings Inc.) ("Parent"), which is a direct, wholly owned subsidiary of Voya Financial, Inc.

The Company offers various insurance products, including immediate and deferred fixed annuities. The Company's fixed annuity products are distributed by national and regional brokerage and securities firms, independent broker-dealers, banks, life insurance companies with captive agency sales forces, independent insurance agents, independent marketing organizations and affiliated broker-dealers. The Company's primary annuity customers are individual consumers. The Company ceased new sales of retail variable annuity products with substantial guarantee features in early 2010, as part of a global business strategy and risk reduction plan. New amounts will continue to be deposited in VIAC variable annuities as add-on premiums to existing contracts.

The Company has historically issued guaranteed investment contracts and funding agreements (collectively referred to as "GICs"), primarily to institutional investors and corporate benefit plans. In 2009, the Company made a strategic decision to run-off the assets and liabilities in the GIC business over time. New GIC contracts may be issued on a limited basis to replace maturing contracts.

The Company has one operating segment.

### ***Basis of Presentation***

The accompanying Financial Statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP").

Certain immaterial reclassifications have been made to prior year financial information to conform to the current year classifications.

### ***Significant Accounting Policies***

#### ***Estimates and Assumptions***

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Financial Statements and the reported amounts of revenues and expenses during the reporting period. Those estimates are inherently subject to change and actual results could differ from those estimates.

The Company has identified the following accounts and policies as the most significant in that they involve a higher degree of judgment, are subject to a significant degree of variability and/or contain significant accounting estimates:

Reserves for future policy benefits, deferred policy acquisition costs ("DAC"), value of business acquired ("VOBA") and deferred sales inducements ("DSI"), valuation of investments and derivatives, impairments, income taxes and contingencies

#### ***Fair Value Measurement***

The Company measures the fair value of its financial assets and liabilities based on assumptions used by market participants in pricing the asset or liability, which may include inherent risk, restrictions on the sale or use of an asset or nonperformance risk, which is the risk the Company will not fulfill its obligation. The estimate of fair value is the price that would be received to sell an asset or transfer a liability ("exit price") in an orderly transaction between market participants in the principal market, or the most advantageous market in the absence of a principal market, for that asset or liability. The Company uses a number of valuation sources to determine the fair values of its financial assets and liabilities, including quoted market prices, third-party commercial pricing services, third-party brokers, industry-standard, vendor-provided software that models the value based on market observable inputs and other internal modeling techniques based on projected cash flows.

### *Investments*

The accounting policies for the Company's principal investments are as follows:

*Fixed Maturities and Equity Securities:* The Company's fixed maturities and equity securities are currently designated as available-for-sale, except those accounted for using the fair value option ("FVO"). Available-for-sale securities are reported at fair value and unrealized capital gains (losses) on these securities are recorded directly in Accumulated other comprehensive income (loss) ("AOCI") and presented net of related changes in DAC, VOBA, DSI and deferred income taxes. In addition, certain fixed maturities have embedded derivatives, which are reported with the host contract on the Balance Sheets.

The Company has elected the FVO for certain of its fixed maturities to better match the measurement of assets and liabilities in the Statements of Operations. Certain collateralized mortgage obligations ("CMOs"), primarily interest-only and principal-only strips, are accounted for as hybrid instruments and valued at fair value with changes in the fair value recorded in Other net realized capital gains (losses) in the Statements of Operations.

Purchases and sales of fixed maturities and equity securities, excluding private placements, are recorded on the trade date. Purchases and sales of private placements and mortgage loans are recorded on the closing date. Investment gains and losses on sales of securities are generally determined on a first-in-first-out ("FIFO") basis.

Interest income on fixed maturities is recorded when earned using an effective yield method, giving effect to amortization of premiums and accretion of discounts. Dividends on equity securities are recorded when declared. Such dividends and interest income are recorded in Net investment income in the Statements of Operations.

Included within fixed maturities are loan-backed securities, including residential mortgage-backed securities ("RMBS"), commercial mortgage-backed securities ("CMBS") and asset-backed securities ("ABS"). Amortization of the premium or discount from the purchase of these securities considers the estimated timing and amount of prepayments of the underlying loans. Actual prepayment experience is periodically reviewed and effective yields are recalculated when differences arise between the prepayments originally anticipated and the actual prepayments received and currently anticipated. Prepayment assumptions for single-class and multi-class mortgage-backed securities ("MBS") and ABS are estimated by management using inputs obtained from third-party specialists, including broker-dealers, and based on management's knowledge of the current market. For prepayment-sensitive securities such as interest-only and principal-only strips, inverse floaters and credit-sensitive MBS and ABS securities, which represent beneficial interests in securitized financial assets that are not of high credit quality or that have been credit impaired, the effective yield is recalculated on a prospective basis. For all other MBS and ABS, the effective yield is recalculated on a retrospective basis.

*Short-term Investments:* Short-term investments include investments with remaining maturities of one year or less, but greater than three months, at the time of purchase. These investments are stated at fair value.

*Assets Held in Separate Accounts:* Assets held in separate accounts are reported at the fair values of the underlying investments in the separate accounts. The underlying investments include mutual funds, short-term investments, cash and fixed maturities.

*Mortgage Loans on Real Estate:* The Company's mortgage loans on real estate are all commercial mortgage loans, which are reported at amortized cost, less impairment write-downs and allowance for losses. If a mortgage loan is determined to be impaired (i.e., when it is probable that the Company will be unable to collect all amounts due according to the contractual terms of the loan agreement), the carrying value of the mortgage loan is reduced to the lower of either the present value of expected cash flows from the loan, discounted at the loan's original purchase yield, or fair value of the collateral. For those mortgages that are determined to require foreclosure, the carrying value is reduced to the fair value of the underlying collateral, net of estimated costs to obtain and sell at the point of foreclosure. The carrying value of the impaired loans is reduced by establishing a permanent write-down recorded in Other net realized capital gains (losses) in the Statements of Operations. Property obtained from foreclosed mortgage loans is recorded in Other investments on the Balance Sheets.

Mortgage loans are evaluated by the Company's investment professionals, including an appraisal of loan-specific credit quality, property characteristics and market trends. Loan performance is continuously monitored on a loan-specific basis throughout the year. The Company's review includes submitted appraisals, operating statements, rent revenues and annual inspection reports, among other items. This review evaluates whether the properties are performing at a consistent and acceptable level to secure the debt.

Mortgages are rated for the purpose of quantifying the level of risk. Those loans with higher risk are placed on a watch list and are closely monitored for collateral deficiency or other credit events that may lead to a potential loss of principal or interest. The Company defines delinquent mortgage loans consistent with industry practice as 60 days past due.

The Company's policy is to recognize interest income until a loan becomes 90 days delinquent or foreclosure proceedings are commenced, at which point interest accrual is discontinued. Interest accrual is not resumed until the loan is brought current.

The Company records an allowance for probable losses incurred on non-impaired loans on an aggregate basis, rather than specifically identified probable losses incurred by individual loan.

*Policy Loans:* Policy loans are carried at an amount equal to the unpaid balance. Interest income on such loans is recorded as earned in Net investment income using the contractually agreed upon interest rate. Generally, interest is capitalized on the policy's anniversary date. Valuation allowances are not established for policy loans, as these loans are collateralized by the cash surrender value of the associated insurance contracts. Any unpaid principal or interest on the loan is deducted from the account value or the death benefit prior to settlement of the policy.

*Limited Partnerships/Corporations:* The Company uses the equity method of accounting for investments in limited partnership interests, which consists primarily of private equities and hedge funds. Generally, the Company records its share of earnings using a lag methodology, relying upon the most recent financial information available, generally not to exceed three months. The Company's earnings from limited partnership interests accounted for under the equity method are recorded in Net investment income in the Statements of Operations.

*Other Investments:* Other investments are comprised primarily of Federal Home Loan Bank ("FHLB") stock and property obtained from foreclosed mortgage loans, as well as other miscellaneous investments. The Company is a member of the FHLB system and is required to own a certain amount of stock based on the level of borrowings and other factors; the Company may invest in additional amounts. FHLB stock is carried at cost, classified as a restricted security and periodically evaluated for impairment based on ultimate recovery of par value.

*Securities Lending:* The Company engages in securities lending whereby certain securities from its portfolio are loaned to other institutions for short periods of time. Initial collateral, primarily cash, is required at a rate of 102% of the market value of the loaned securities. The lending agent retains the cash collateral and invests it in liquid assets on behalf of the Company. The market value of the loaned securities is monitored on a daily basis with additional collateral obtained or refunded as the market value of the loaned securities fluctuates.

#### *Impairments*

The Company evaluates its available-for-sale general account investments quarterly to determine whether there has been an other-than-temporary decline in fair value below the amortized cost basis. Factors considered in this analysis include, but are not limited to, the length of time and the extent to which the fair value has been less than amortized cost, the issuer's financial condition and near-term prospects, future economic conditions and market forecasts, interest rate changes and changes in ratings of the security. An extended and severe unrealized loss position on a fixed maturity may not have any impact on: (a) the ability of the issuer to service all scheduled interest and principal payments and (b) the evaluation of recoverability of all contractual cash flows or the ability to recover an amount at least equal to its amortized cost based on the present value of the expected future cash flows to be collected. In contrast, for certain equity securities, the Company gives greater weight and consideration to a decline in market value and the likelihood such market value decline will recover.

When assessing the Company's intent to sell a security or if it is more likely than not it will be required to sell a security before recovery of its amortized cost basis, management evaluates facts and circumstances such as, but not limited to, decisions to rebalance the investment portfolio and sales of investments to meet cash flow or capital needs.

When the Company has determined it has the intent to sell or if it is more likely than not that the Company will be required to sell a security before recovery of its amortized cost basis and the fair value has declined below amortized cost ("intent impairment"), the individual security is written down from amortized cost to fair value, and a corresponding charge is recorded in Net realized capital

gains (losses) in the Statements of Operations as an other-than-temporary impairment ("OTTI"). If the Company does not intend to sell the security and it is not more likely than not that the Company will be required to sell the security before recovery of its amortized cost basis, but the Company has determined that there has been an other-than-temporary decline in fair value below the amortized cost basis, the OTTI is bifurcated into the amount representing the present value of the decrease in cash flows expected to be collected ("credit impairment") and the amount related to other factors ("noncredit impairment"). The credit impairment is recorded in Net realized capital gains (losses) in the Statements of Operations. The noncredit impairment is recorded in Other comprehensive income (loss).

The Company uses the following methodology and significant inputs to determine the amount of the OTTI credit loss:

- When determining collectability and the period over which the value is expected to recover for U.S. and foreign corporate securities, foreign government securities and state and political subdivision securities, the Company applies the same considerations utilized in its overall impairment evaluation process, which incorporates information regarding the specific security, the industry and geographic area in which the issuer operates and overall macroeconomic conditions. Projected future cash flows are estimated using assumptions derived from the Company's best estimates of likely scenario-based outcomes, after giving consideration to a variety of variables that includes, but is not limited to: general payment terms of the security; the likelihood that the issuer can service the scheduled interest and principal payments; the quality and amount of any credit enhancements; the security's position within the capital structure of the issuer; possible corporate restructurings or asset sales by the issuer; and changes to the rating of the security or the issuer by rating agencies.
- Additional considerations are made when assessing the unique features that apply to certain structured securities, such as subprime, Alt-A, non-agency RMBS, CMBS and ABS. These additional factors for structured securities include, but are not limited to: the quality of underlying collateral; expected prepayment speeds; loan-to-value ratios; debt service coverage ratios; current and forecasted loss severity; consideration of the payment terms of the underlying assets backing a particular security; and the payment priority within the tranche structure of the security.
- When determining the amount of the credit loss for U.S. and foreign corporate securities, foreign government securities and state and political subdivision securities, the Company considers the estimated fair value as the recovery value when available information does not indicate that another value is more appropriate. When information is identified that indicates a recovery value other than estimated fair value, the Company considers in the determination of recovery value the same considerations utilized in its overall impairment evaluation process, which incorporates available information and the Company's best estimate of scenario-based outcomes regarding the specific security and issuer; possible corporate restructurings or asset sales by the issuer; the quality and amount of any credit enhancements; the security's position within the capital structure of the issuer; fundamentals of the industry and geographic area in which the security issuer operates; and the overall macroeconomic conditions.
- The Company performs a discounted cash flow analysis comparing the current amortized cost of a security to the present value of future cash flows expected to be received, including estimated defaults and prepayments. The discount rate is generally the effective interest rate of the fixed maturity prior to impairment.

In periods subsequent to the recognition of the credit related impairment components of OTTI on a fixed maturity, the Company accounts for the impaired security as if it had been purchased on the measurement date of the impairment. Accordingly, the discount (or reduced premium) based on the new cost basis is accreted into net investment income over the remaining term of the fixed maturity in a prospective manner based on the amount and timing of estimated future cash flows.

#### *Derivatives*

The Company's use of derivatives is limited mainly to economic hedging to reduce the Company's exposure to cash flow variability of assets and liabilities, interest rate risk, credit risk, exchange rate risk and market risk. It is the Company's policy not to offset amounts recognized for derivative instruments and amounts recognized for the right to reclaim cash collateral or the obligation to return cash collateral arising from derivative instruments executed with the same counterparty under a master netting arrangement.

The Company enters into interest rate, equity market, credit default and currency contracts, including swaps, futures, forwards, caps, floors and options, to reduce and manage various risks associated with changes in value, yield, price, cash flow or exchange rates of assets or liabilities held or intended to be held, or to assume or reduce credit exposure associated with a referenced asset, index or pool. The Company also utilizes options and futures on equity indices to reduce and manage risks associated with its annuity products.

Open derivative contracts are reported as Derivatives assets or liabilities on the Balance Sheets at fair value. Changes in the fair value of derivatives are recorded in Net realized capital gains (losses) in the Statements of Operations.

To qualify for hedge accounting, at the inception of the hedging relationship, the Company formally documents its risk management objective and strategy for undertaking the hedging transaction, as well as its designation of the hedge as either (a) a hedge of the exposure to changes in the estimated fair value of a recognized asset or liability or an identified portion thereof that is attributable to a particular risk ("fair value hedge") or (b) a hedge of a forecasted transaction or of the variability of cash flows that is attributable to interest rate risk to be received or paid related to a recognized asset or liability ("cash flow hedge"). In this documentation, the Company sets forth how the hedging instrument is expected to hedge the designated risks related to the hedged item and sets forth the method that will be used to retrospectively and prospectively assess the hedging instrument's effectiveness and the method that will be used to measure ineffectiveness. A derivative designated as a hedging instrument must be assessed as being highly effective in offsetting the designated risk of the hedged item. Hedge effectiveness is formally assessed at inception and periodically throughout the life of the designated hedging relationship.

- *Fair Value Hedge:* For derivative instruments that are designated and qualify as a fair value hedge, the gain or loss on the derivative instrument, as well as the hedged item, to the extent of the risk being hedged, are recognized in Other net realized capital gains (losses) in the Statements of Operations.
- *Cash Flow Hedge:* For derivative instruments that are designated and qualify as a cash flow hedge, the effective portion of the gain or loss on the derivative instrument is reported as a component of AOCI and reclassified into earnings in the same periods during which the hedged transaction impacts earnings in the same line item associated with the forecasted transaction. The ineffective portion of the derivative's change in value, if any, along with any of the derivative's change in value that is excluded from the assessment of hedge effectiveness, are recorded in Other net realized capital gains (losses) in the Statements of Operations.

When hedge accounting is discontinued because it is determined that the derivative is no longer expected to be highly effective in offsetting changes in the estimated fair value or cash flows of a hedged item, the derivative continues to be carried on the Balance Sheets at its estimated fair value, with subsequent changes in estimated fair value recognized currently in Other net realized capital gains (losses). The carrying value of the hedged asset or liability under a fair value hedge is no longer adjusted for changes in its estimated fair value due to the hedged risk, and the cumulative adjustment to its carrying value is amortized into income over the remaining life of the hedged item. Provided the hedged forecasted transaction is still probable of occurrence, the changes in estimated fair value of derivatives recorded in Other comprehensive income (loss) related to discontinued cash flow hedges are released into the Statements of Operations when the Company's earnings are affected by the variability in cash flows of the hedged item.

When hedge accounting is discontinued because it is no longer probable that the forecasted transactions will occur on the anticipated date or within two months of that date, the derivative continues to be carried on the Balance Sheets at its estimated fair value, with changes in estimated fair value recognized currently in Other net realized capital gains (losses). Derivative gains and losses recorded in Other comprehensive income (loss) pursuant to the discontinued cash flow hedge of a forecasted transaction that is no longer probable are recognized immediately in Other net realized capital gains (losses).

The Company also has investments in certain fixed maturities and has issued certain annuity products that contain embedded derivatives whose fair value is at least partially determined by levels of or changes in domestic and/or foreign interest rates (short-term or long-term), exchange rates, prepayment rates, equity markets or credit ratings/spreads. Embedded derivatives within fixed maturities are included with the host contract on the Balance Sheets and changes in fair value of the embedded derivatives are recorded in Other net realized capital gains (losses) in the Statements of Operations. Embedded derivatives within certain annuity products are included in Future policy benefits and contract owner account balances on the Balance Sheets and changes in the fair value of the embedded derivatives are recorded in Other net realized capital gains (losses) in the Statements of Operations.

In addition, the Company has entered into coinsurance with funds withheld arrangements that contain embedded derivatives, the fair value of which is based on the change in the fair value of the underlying assets held in trust. Embedded derivatives within coinsurance with funds withheld arrangements are reported with the host contract in Deposits and reinsurance recoverable or Funds held under reinsurance treaties with affiliates on the Balance Sheets, and changes in the fair value of the embedded derivatives are recorded in Interest credited and other benefits to contract owners/policyholders in the Statements of Operations.

### *Cash and Cash Equivalents*

Cash and cash equivalents include cash on hand, amounts due from banks and other highly liquid investments, such as money market instruments and debt instruments with maturities of three months or less at the time of purchase. Cash and cash equivalents are stated at fair value.

### *Deferred Policy Acquisition Costs, Value of Business Acquired and Deferred Sales Inducements*

DAC represents policy acquisition costs that have been capitalized and are subject to amortization and interest. Capitalized costs are incremental, direct costs of contract acquisition and certain costs related directly to successful acquisition activities. Such costs consist principally of commissions, underwriting, sales and contract issuance and processing expenses directly related to the successful acquisition of new and renewal business. Indirect or unsuccessful acquisition costs, maintenance, product development and overhead expenses are charged to expense as incurred. VOBA represents the outstanding value of in-force business acquired and is subject to amortization and interest. The value is based on the present value of estimated net cash flows embedded in the insurance contracts at the time of the acquisition and increased for subsequent deferrable expenses on purchased policies. (See also "Sales Inducements" below.)

### Amortization Methodologies

The Company amortizes DAC and VOBA related to universal life ("UL") and variable universal life ("VUL") contracts and fixed and variable deferred annuity contracts over the estimated lives of the contracts in relation to the emergence of estimated gross profits. Assumptions as to mortality, persistency, interest crediting rates, fee income, returns associated with separate account performance, impact of hedge performance, expenses to administer the business and certain economic variables, such as inflation, are based on the Company's experience and overall capital markets. At each valuation date, estimated gross profits are updated with actual gross profits, and the assumptions underlying future estimated gross profits are evaluated for continued reasonableness. Adjustments to estimated gross profits require that amortization rates be revised retroactively to the date of the contract issuance ("unlocking").

Recoverability testing is performed for current issue year products to determine if gross revenues are sufficient to cover DAC, VOBA and DSI estimated benefits and expenses. In subsequent years, the Company performs testing to assess the recoverability of DAC, VOBA and DSI on an annual basis, or more frequently if circumstances indicate a potential loss recognition issue exists. If DAC, VOBA or DSI are not deemed recoverable from future gross profits, changes will be applied against the DAC, VOBA or DSI balances before an additional reserve is established.

In assessing loss recognition related to DAC, VOBA and DSI, the Company must select an approach for aggregating different blocks of business in the loss recognition calculation. In the first quarter of 2013, the Company updated the aggregation approach used in assessment of such loss recognition. This change in estimate was due to certain organizational changes that commenced in the first quarter of 2013, which resulted in changes to how the Company manages the variable annuity business that is no longer actively marketed. As a result of this estimate change, the Company recognized loss recognition of \$350.8 before taxes during the first quarter of 2013. This amount was recorded in the Statements of Operations as \$306.0 to Net amortization of deferred policy acquisition costs and value of business acquired and \$44.8 to Interest credited and other benefits to contract owners/policyholders, with a corresponding decrease in the Balance Sheets to Deferred policy acquisition costs, Value of business acquired and Sales inducements to contract owners.

### Internal Replacements

Contract owners may periodically exchange one contract for another, or make modifications to an existing contract. These transactions are identified as internal replacements. Internal replacements that are determined to result in substantially unchanged contracts are accounted for as continuations of the replaced contracts. Any costs associated with the issuance of the new contracts are considered maintenance costs and expensed as incurred. Unamortized DAC and VOBA related to the replaced contracts continue to be deferred and amortized in connection with the new contracts. Internal replacements that are determined to result in contracts that are substantially changed are accounted for as extinguishments of the replaced contracts, and any unamortized DAC and VOBA related to the replaced contracts are written off to Net amortization of deferred policy acquisition costs and value of business acquired in the Statements of Operations.

### Assumptions

Changes in assumptions can have a significant impact on DAC, VOBA and DSI balances, amortization rates and results of operations. Assumptions are management's best estimate of future outcome.

Several assumptions are considered significant in the estimation of gross profits associated with the Company's variable products. One significant assumption is the assumed return associated with the variable account performance. To reflect the volatility in the equity markets, this assumption involves a combination of near-term expectations and long-term assumptions regarding market performance. The overall return on the variable account is dependent on multiple factors, including the relative mix of the underlying sub-accounts among bond funds and equity funds, as well as equity sector weightings. The Company's practice assumes that intermediate-term appreciation in equity markets reverts to the long-term appreciation in equity markets ("reversion to the mean"). The Company monitors market events and only changes the assumption when sustained deviations are expected. This methodology incorporates a 9% long-term equity return assumption, a 14% cap and a five-year look-forward period.

Other significant assumptions used in the estimation of gross profits include mortality and for products with credited rates include interest rate spreads and credit losses. Estimated gross profits of variable annuity contracts are sensitive to mortality and estimated policyholder behavior assumptions, such as surrender, lapse and annuitization rates.

### *Sales Inducements*

DSI represent benefits paid to contract owners for a specified period that are incremental to the amounts the Company credits on similar contracts without sales inducements and are higher than the contract's expected ongoing crediting rates for periods after the inducement. The Company defers sales inducements and amortizes them over the life of the policy using the same methodology and assumptions used to amortize DAC. The amortization of sales inducements is included in Interest credited and other benefits to contract owners in the Statements of Operations. Each year, or more frequently if circumstances indicate a potentially significant recoverability issue exists, the Company reviews DSI to determine the recoverability of these balances.

### *Future Policy Benefits and Contract Owner Accounts*

#### Future Policy Benefits

The Company establishes and carries actuarially-determined reserves that are calculated to meet its future obligations, including estimates of unpaid claims and claims that the Company believes have been incurred but have not yet been reported as of the balance sheet date. The principal assumptions used to establish liabilities for future policy benefits are based on Company experience and periodically reviewed against industry standards. These assumptions include mortality, morbidity, policy lapse, contract renewal, payment of subsequent premiums or deposits by the contract owner, retirement, investment returns, inflation, benefit utilization and expenses. Changes in, or deviations from, the assumptions used can significantly affect the Company's reserve levels and related results of operations.

- Reserves for traditional life insurance contracts (term insurance, participating and non-participating whole life insurance and traditional group life insurance) and accident and health insurance represent the present value of future benefits to be paid to or on behalf of contract owners and related expenses, less the present value of future net premiums. Assumptions as to interest rates, mortality, expenses and persistency are based on the Company's estimates of anticipated experience at the period the policy is sold or acquired, including a provision for adverse deviation. Interest rates used to calculate the present value of these reserves ranged from 3.0% to 7.2%.
- Reserves for payout contracts with life contingencies are equal to the present value of expected future payments. Assumptions as to interest rates, mortality and expenses are based on the Company's experience at the period the policy is sold or acquired, including a provision for adverse deviation. Such assumptions generally vary by annuity plan type, year of issue and policy duration. Interest rates used to calculate the present value of future benefits ranged from 1.0% to 7.5%.

Although assumptions are "locked-in" upon the issuance of traditional life insurance contracts, certain accident and health insurance contracts and payout contracts with life contingencies, significant changes in experience or assumptions may require the Company to provide for expected future losses on a product by establishing premium deficiency reserves. Premium deficiency reserves are determined based on best estimate assumptions that exist at the time the premium deficiency reserve is established and do not include a provision for adverse deviation.

#### Contract Owner Account Balances

Contract owner account balances relate to investment-type contracts and certain annuity product guarantees, as follows:

- Account balances for GICs are calculated using the amount deposited with the Company, less withdrawals, plus interest accrued to the ending valuation date. Interest on these contracts is accrued by a predetermined index, plus a spread or a fixed rate, established at the issue date of the contract.
- Account balances for universal life-type contracts, including VUL and indexed universal life contracts, are equal to cumulative deposits, less charges, withdrawals and account values released upon death, plus credited interest thereon.
- Account balances for fixed annuities and payout contracts without life contingencies are equal to cumulative deposits, less charges and withdrawals, plus credited interest thereon. Credited interest rates vary by product and ranged up to 8.0% for the years 2014, 2013 and 2012. Account balances for group immediate annuities without life contingent payouts are equal to the discounted value of the payment at the implied break-even rate.
- For fixed-indexed annuity contracts ("FIA"), the aggregate initial liability is equal to the deposit received, plus a bonus, if applicable, and is split into a host component and an embedded derivative component. Thereafter, the host liability accumulates at a set interest rate, and the embedded derivative liability is recognized at fair value.

#### Product Guarantees and Additional Reserves

The Company calculates additional reserve liabilities for certain universal life-type products and certain variable annuity guaranteed benefits. The Company periodically evaluates its estimates and adjusts the additional liability balance, with a related charge or credit to benefit expense, if actual experience or other evidence suggests that earlier assumptions should be revised. Changes in, or deviations from, the assumptions used can significantly affect the Company's reserve levels and related results of operations.

*Universal and Variable Life:* Reserves for UL and VUL secondary guarantees and paid-up guarantees are calculated by estimating the expected value of death benefits payable and recognizing those benefits ratably over the accumulation period based on total expected assessments. The reserve for such products recognizes the portion of contract assessments received in early years used to compensate the Company for benefits provided in later years. Assumptions used, such as the interest rate, lapse rate and mortality, are consistent with assumptions used in estimating gross profits for purposes of amortizing DAC. Reserves for UL and VUL secondary guarantees and paid up guarantees are recorded in Future policy benefits and contract owner account balances on the Balance Sheets.

The Company also calculates a benefit ratio for each block of business that meets the requirements for additional reserves and calculates an additional reserve by accumulating amounts equal to the benefit ratio multiplied by the assessments for each period, reduced by excess benefits during the period. The additional reserve is accumulated at interest rates consistent with the DAC model for the period. The calculated reserve includes a provision for UL contracts with patterns of cost of insurance charges that produce expected gains from the insurance benefit function followed by losses from that function in later years. Additional reserves are recorded in Future policy benefits and contract owner account balances on the Balance Sheets.

*GMDB and GMIB:* Reserves for annuity guaranteed minimum death benefits ("GMDB") and guaranteed minimum income benefits ("GMIB") are determined by estimating the value of expected benefits in excess of the projected account balance and recognizing the excess ratably over the accumulation period based on total expected assessments. Expected experience is based on a range of scenarios. Assumptions used, such as the long-term equity market return, lapse rate and mortality, are consistent with assumptions used in estimating gross profits for purposes of amortizing DAC. The assumptions of investment performance and volatility are consistent with the historical experience of the appropriate underlying equity index, such as the Standard & Poor's ("S&P") 500 Index. In addition, the reserve for the GMIB incorporates assumptions for the likelihood and timing of the potential annuitizations that may be elected by the contract owner. In general, the Company assumes that GMIB annuitization rates will be higher for policies with more valuable guarantees ("in the money" guarantees where the notional benefit amount is in excess of the account value). Reserves for GMDB and GMIB are recorded in Future policy benefits and contract owner account balances on the Balance Sheets. Changes in reserves for GMDB and GMIB are reported in Interest credited and other benefits to contract owners/policyholders in the Statements of Operations.

Most contracts issued on or before December 31, 1999 with enhanced death benefit guarantees were reinsured to third-party reinsurers to mitigate the risk associated with such guarantees. For contracts issued after December 31, 1999, the Company instituted a variable annuity guarantee hedge program to mitigate the risks associated with these guarantees, for which the Company did not seek hedge accounting. The variable annuity guarantee hedge program is based on the Company entering into derivative positions to offset such exposures to GMDB and GMIB due to adverse changes in the equity markets.

*GMAB, GMWB, GMWBL and FIA:* The Company also issues certain products which contain embedded derivatives that are measured at estimated fair value separately from the host contracts. These products include annuity guaranteed minimum accumulation benefits ("GMAB"), guaranteed minimum withdrawal benefits without life contingencies ("GMWB"), guaranteed minimum withdrawal benefits with life contingent payouts ("GMWBL") and FIAs. Such embedded derivatives are recorded in Future policy benefits and contract owner account balances on the Balance Sheets, with changes in estimated fair value, along with attributed fees collected or payments made, reported in Other net realized capital gains (losses) in the Statements of Operations.

At inception of the GMAB, GMWB and GMWBL contracts, the Company projects a fee to be attributed to the embedded derivative portion of the guarantee equal to the present value of projected future guaranteed benefits. After inception, the estimated fair value of the GMAB, GMWB and GMWBL contracts is determined based on the present value of projected future guaranteed benefits, minus the present value of projected attributed fees. A risk neutral valuation methodology is used under which the cash flows from the guarantees are projected under multiple capital market scenarios using observable risk free rates. The projection of future guaranteed benefits and future attributed fees require the use of assumptions for capital markets (e.g., implied volatilities, correlation among indices, risk-free swap curve, etc.) and policyholder behavior (e.g., lapse, benefit utilization, mortality, etc.).

The estimated fair value of the FIA contracts is based on the present value of the excess of interest payments to the contract owners over the growth in the minimum guaranteed contract value. The excess interest payments are determined as the excess of projected index driven benefits over the projected guaranteed benefits. The projection horizon is over the anticipated life of the related contracts, which takes into account best estimate actuarial assumptions, such as partial withdrawals, full surrenders, deaths, annuitizations and maturities.

The liabilities for the GMAB, GMWB, GMWBL and FIA embedded derivatives include a risk margin to capture uncertainties related to policyholder behavior assumptions. The margin represents additional compensation a market participant would require to assume these risks. The discount rate used to determine the fair value of the liabilities for the GMAB, GMWB, GMWBL and FIA embedded derivatives includes an adjustment to reflect the risk that these obligations will not be fulfilled ("nonperformance risk").

#### *Separate Accounts*

Separate account assets and liabilities generally represent funds maintained to meet specific investment objectives of contract owners or participants who bear the investment risk, subject, in limited cases, to minimum guaranteed rates. Investment income and investment gains and losses generally accrue directly to such contract owners. The assets of each account are legally segregated and are not subject to claims that arise out of any other business of the Company or its affiliates.

Separate account assets supporting variable options under variable annuity contracts are invested, as designated by the contract owner or participant under a contract, in shares of mutual funds that are managed by the Company, or its affiliates, or in other selected mutual funds not managed by the Company, or its affiliates.

The Company reports separately, as assets and liabilities, investments held in the separate accounts and liabilities of separate accounts if:

- Such separate accounts are legally recognized;
- Assets supporting the contract liabilities are legally insulated from the Company's general account liabilities;
- Investments are directed by the contract owner or participant; and
- All investment performance, net of contract fees and assessments, is passed through to the contract owner.

The Company reports separate account assets that meet the above criteria at fair value on the Balance Sheets based on the fair value of the underlying investments. Separate account liabilities equal separate account assets. Investment income and net realized and unrealized capital gains (losses) of the separate accounts, however, are not reflected in the Statements of Operations, and the Statements of Cash Flows do not reflect investment activity of the separate accounts.

### *Long-term Debt*

Long-term debt is carried at an amount equal to the unpaid principal balance, net of any remaining unamortized discount or premium attributable to issuance. Direct and incremental costs to issue the debt are recorded in Other assets on the Balance Sheets and are amortized as a component of Interest expense in the Statements of Operations over the life of the debt using the effective interest method of amortization.

### *Repurchase Agreements*

The Company engages in dollar repurchase agreements with MBS ("dollar rolls") and repurchase agreements with other collateral types to increase its return on investments and improve liquidity. Such arrangements meet the requirements to be accounted for as financing arrangements.

The Company enters into dollar roll transactions by selling existing MBS and concurrently entering into an agreement to repurchase similar securities within a short time frame at a lower price. Under repurchase agreements, the Company borrows cash from a counterparty at an agreed upon interest rate for an agreed upon time frame and pledges collateral in the form of securities. At the end of the agreement, the counterparty returns the collateral to the Company, and the Company, in turn, repays the loan amount along with the additional agreed upon interest.

The Company's policy requires that at all times during the term of the dollar roll and repurchase agreements that cash or other collateral types obtained is sufficient to allow the Company to fund substantially all of the cost of purchasing replacement assets. Cash received is invested in Short-term investments, with the offsetting obligation to repay the loan included within Other liabilities on the Balance Sheets. The carrying value of the securities pledged in dollar rolls and repurchase agreement transactions and the related repurchase obligation are included in Securities pledged and Short-term debt, respectively, on the Balance Sheets.

The primary risk associated with short-term collateralized borrowings is that the counterparty will be unable to perform under the terms of the contract. The Company's exposure is limited to the excess of the net replacement cost of the securities over the value of the short-term investments. The Company believes the counterparties to the dollar rolls and repurchase agreements are financially responsible and that the counterparty risk is minimal.

### *Recognition of Insurance Revenue and Related Benefits*

Premiums related to traditional life insurance contracts and payout contracts with life contingencies are recognized in Premiums in the Statements of Operations when due from the contract owner. When premiums are due over a significantly shorter period than the period over which benefits are provided, any gross premium in excess of the net premium (i.e., the portion of the gross premium required to provide for all expected future benefits and expenses) is deferred and recognized into revenue in a constant relationship to insurance in force. Benefits are recorded in Interest credited and other benefits to contract owners/policyholders in the Statements of Operations when incurred.

Amounts received as payment for investment-type, universal life-type, fixed annuities, payout contracts without life contingencies and FIA contracts are reported as deposits to contract owner account balances. Revenues from these contracts consist primarily of fees assessed against the contract owner account balance for mortality and policy administration charges and are reported in Fee income. Surrender charges are reported in Other revenue. In addition, the Company earns investment income from the investment of contract deposits in the Company's general account portfolio, which is reported in Net investment income in the Statements of Operations. Fees assessed that represent compensation to the Company for services to be provided in future periods and certain other fees are deferred and amortized into revenue over the expected life of the related contracts in proportion to estimated gross profits in a manner consistent with DAC for these contracts. Benefits and expenses for these products include claims in excess of related account balances, expenses of contract administration and interest credited to contract owner account balances.

### *Income Taxes*

The Company uses certain assumptions and estimates in determining the income taxes payable or refundable to/from Voya Financial, Inc. for the current year, the deferred income tax liabilities and assets for items recognized differently in its financial statements from amounts shown on its income tax returns and the federal income tax expense. Determining these amounts requires analysis and

interpretation of current tax laws and regulations, including the loss limitation rules associated with change in control. Management exercises considerable judgment in evaluating the amount and timing of recognition of the resulting income tax liabilities and assets. These judgments and estimates are reevaluated on a continual basis as regulatory and business factors change.

The Company's deferred tax assets and liabilities resulting from temporary differences between financial reporting and tax bases of assets and liabilities are measured at the balance sheet date using enacted tax rates expected to apply to taxable income in the years the temporary differences are expected to reverse.

Deferred tax assets represent the tax benefit of future deductible temporary differences and operating loss and tax credit carryforwards. The Company evaluates and tests the recoverability of its deferred tax assets. Deferred tax assets are reduced by a valuation allowance if, based on the weight of evidence, it is more likely than not that some portion, or all, of the deferred tax assets will not be realized. Considerable judgment and the use of estimates are required in determining whether a valuation allowance is necessary and, if so, the amount of such valuation allowance. In evaluating the need for a valuation allowance, the Company considers many factors, including:

- The nature, frequency, and severity of book income or losses in recent years;
- The nature and character of the deferred tax assets and liabilities;
- The recent cumulative book income (loss) position after adjustment for permanent differences;
- Taxable income in prior carryback years;
- Projected future taxable income, exclusive of reversing temporary differences and carryforwards;
- Projected future reversals of existing temporary differences;
- The length of time carryforwards can be utilized;
- Prudent and feasible tax planning strategies the Company would employ to avoid a tax benefit from expiring unused; and
- Tax rules that would impact the utilization of the deferred tax assets.

In establishing unrecognized tax benefits, the Company determines whether a tax position is more likely than not to be sustained under examination by the appropriate taxing authority. The Company also considers positions that have been reviewed and agreed to as part of an examination by the appropriate taxing authority. Tax positions that do not meet the more likely than not standard are not recognized in the Financial Statements. Tax positions that meet this standard are recognized in the Financial Statements. The Company measures the tax position as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate resolution with the tax authority that has full knowledge of all relevant information.

Certain changes or future events, such as changes in tax legislation, completion of tax audits, planning opportunities and expectations about future outcome could have an impact on the Company's estimates of valuation allowances, deferred taxes, tax provisions and effective tax rates.

#### *Reinsurance*

The Company utilizes reinsurance agreements in most aspects of its insurance business to reduce its exposure to large losses. Such reinsurance permits recovery of a portion of losses from reinsurers, although it does not discharge the primary liability of the Company as direct insurer of the risks reinsured.

For each of its reinsurance agreements, the Company determines whether the agreement provides indemnification against loss or liability relating to insurance risk. The Company reviews all contractual features, particularly those that may limit the amount of insurance risk to which the reinsurer is subject or features that delay the timely reimbursement of claims. The assumptions used to account for both long and short-duration reinsurance agreements are consistent with those used for the underlying contracts. Ceded Future policy benefits and contract owner account balances are reported gross on the Balance Sheets.

*Long-duration:* For reinsurance of long-duration contracts that transfer significant insurance risk, the difference, if any, between the amounts paid and benefits received related to the underlying contracts is included in the expected net cost of reinsurance, which is recorded as a component of the reinsurance asset or liability. Any difference between actual and expected net cost of reinsurance is recognized in the current period and included as a component of profits used to amortize DAC.

*Short-duration:* For prospective reinsurance of short-duration contracts that meet the criteria for reinsurance accounting, amounts paid are recorded as ceded premiums and ceded unearned premiums and are reflected as a component of Premiums in the Statements of Operations and Other assets on the Balance Sheets, respectively. Ceded unearned premiums are amortized through premiums over the remaining contract period in proportion to the amount of protection provided.

If the Company determines that a reinsurance agreement does not expose the reinsurer to a reasonable possibility of a significant loss from insurance risk, the Company records the agreement using the deposit method of accounting. Deposits received are included in Other liabilities, and deposits made are included in Deposits and reinsurance recoverable on the Balance Sheets. As amounts are paid or received, consistent with the underlying contracts, the deposit assets or liabilities are adjusted. Interest on such deposits is recorded as Other revenues or Other expenses, as appropriate. Periodically, the Company evaluates the adequacy of the expected payments or recoveries and adjusts the deposit asset or liability through Other revenues or Other expenses, as appropriate.

Accounting for reinsurance requires extensive use of assumptions and estimates, particularly related to the future performance of the underlying business and the potential impact of counterparty credit risks. The Company periodically reviews actual and anticipated experience compared to the assumptions used to establish assets and liabilities relating to ceded and assumed reinsurance. The Company also evaluates the financial strength of potential reinsurers and continually monitors the financial condition of reinsurers.

Only those reinsurance recoverable balances deemed probable of recovery are recognized as assets on the Company's Balance Sheets and are stated net of allowances for uncollectible reinsurance. Amounts currently recoverable and payable under reinsurance agreements are included in Reinsurance recoverable and Other liabilities, respectively. Such assets and liabilities relating to reinsurance agreements with the same reinsurer are recorded net on the Balance Sheets if a right of offset exists within the reinsurance agreement. Premiums, Fee income and Interest credited and other benefits to contract owners/policyholders are reported net of reinsurance ceded. Amounts received from reinsurers for policy administration are reported in Other revenue.

The Company has entered into combined coinsurance and coinsurance funds withheld reinsurance arrangements that contain embedded derivatives whose carrying value is estimated based on the change in the fair value of the assets supporting the funds withheld payable under the agreements.

The Company currently has significant concentrations of ceded reinsurance with its affiliates, Security Life of Denver Insurance Company ("SLD") and Security Life of Denver International Limited ("SLDI") primarily related to GICs, SLD related to fixed annuities and UL policies and SLDI related to variable annuities. The outstanding recoverable balances may fluctuate from period to period. SLDI re-domesticated from the Cayman Islands to the State of Arizona, effective December 20, 2013. SLDI was approved as an Arizona-domiciled captive reinsurer by the Arizona Department of Insurance.

#### *Participating Insurance*

Participating business approximates 12.9% of the Company's ordinary life insurance in force and 28.8% of life insurance premium income. The amount of dividends to be paid is determined annually by the Board of Directors. Amounts allocable to participating contract owners are based on published dividend projections or expected dividend scales. Dividends to participating policyholders of \$8.6, \$9.1 and \$9.8, were incurred during the years ended December 31, 2014, 2013 and 2012, respectively.

#### *Contingencies*

A loss contingency is an existing condition, situation or set of circumstances involving uncertainty as to possible loss that will ultimately be resolved when one or more future events occur or fail to occur. Examples of loss contingencies include pending or threatened adverse litigation, threat of expropriation of assets and actual or possible claims and assessments. Amounts related to loss contingencies are accrued and recorded in Other liabilities on the Balance Sheets if it is probable that a loss has been incurred and the amount can be reasonably estimated, based on the Company's best estimate of the ultimate outcome. If determined to meet the criteria for a reserve, the Company also evaluates whether there are external legal or other costs directly associated with the resolution of the matter and accrues such costs if estimable.

### ***Adoption of New Pronouncements***

#### Presentation of Unrecognized Tax Benefits

In July 2013, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2013-11, "Income Taxes (Accounting Standards Codification ("ASC") Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists" ("ASU 2013-11"), which clarifies that:

- An unrecognized tax benefit should be presented as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss or a tax credit carryforward, except,
- An unrecognized tax benefit should be presented as a liability and not be combined with a deferred tax asset (i) to the extent a net operating loss carryforward, a similar tax loss or a tax credit carryforward is not available at the reporting date to settle any additional income taxes that would result from the disallowance of a tax position or (ii) the tax law does not require the entity to use, or the entity does not intend to use, the deferred tax asset for such a purpose.
- The assessment of whether a deferred tax asset is available is based on the unrecognized tax benefit and deferred tax asset that exist at the reporting date and should be made presuming disallowance of the tax position at the reporting date.

The provisions of ASU 2013-11 were adopted prospectively by the Company on January 1, 2014, to unrecognized tax benefits existing on that date. The adoption had no effect on the Company's financial condition, results of operations or cash flows, as the guidance is consistent with that previously applied.

#### Joint and Several Liability Arrangements

In February 2013, the FASB issued ASU 2013-04, "Liabilities (ASC Topic 405): Obligations Resulting from Joint and Several Liability Arrangements for Which the Total Amount of the Obligation Is Fixed at the Reporting Date" ("ASU 2013-04"), which requires an entity to measure obligations resulting from joint and several liable arrangements for which the total amount of the obligation within the scope of this guidance is fixed at the reporting date, as the sum of (1) the amount the reporting entity agreed to pay on the basis of its arrangement among its co-obligors and (2) any additional amount it expects to pay on behalf of its co-obligors. ASU 2013-04 also requires an entity to disclose the nature and amount of the obligation, as well as other information about those obligations.

The provisions of ASU 2013-04 were adopted by the Company on January 1, 2014. The adoption had no effect on the Company's financial condition, results of operations or cash flows, as the Company did not have any fixed obligations under joint and several liable arrangements during 2014.

#### Fees Paid to the Federal Government by Health Insurers

In July 2011, the FASB issued ASU 2011-06, "Other Expenses (ASC Topic 720): Fees Paid to the Federal Government by Health Insurers" ("ASU 2011-06"), which specifies how health insurers should recognize and classify the annual fee imposed by the Patient Protection and Affordable Care Act as amended by the Health Care Education Reconciliation Act (the "Acts"). The liability for the fee should be estimated and recorded in full at the time the entity provides qualifying health insurance in the year in which the fee is payable, with a corresponding deferred cost that is amortized to expense.

The provisions of ASU 2011-06 were adopted by the Company on January 1, 2014, when the fee initially became effective. The adoption of ASU 2011-06 had no effect on the Company's financial condition, results of operations or cash flows, as the Company does not sell qualifying health insurance and, thus, is not subject to the fee.

### ***Future Adoption of Accounting Pronouncements***

#### Going Concern

In August 2014, the FASB issued ASU 2014-15, "Presentation of Financial Statements-Going Concern (ASC Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern" ("ASU 2014-15"), which requires management to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued. The provisions of ASU 2014-15 will not affect a company's financial condition, results of operation, or cash flows, but require disclosure if management determines there is substantial doubt, including management's plans to alleviate or mitigate the conditions or events that raise substantial doubt.

The provisions of ASU 2014-15 are effective for annual periods ending after December 15, 2016, and annual and interim periods thereafter. The Company does not expect ASU 2014-15 to have an impact.

#### Repurchase Agreements

In June 2014, the FASB issued ASU 2014-11, "Transfers and Servicing (ASC Topic 860): Repurchase-to-Maturity Transactions, Repurchase Financings, and Disclosures" ("ASU 2014-11"), which (1) changes the accounting for repurchase-to-maturity transactions to secured borrowing accounting and (2) requires separate accounting for a transfer of a financial asset executed with a repurchase agreement with the same counterparty. This will result in secured borrowing accounting for the repurchase agreement. The amendments also require additional disclosures for certain transactions accounted for as a sale and for repurchase agreements, securities lending transactions and repurchase-to-maturity transactions that are accounted for as secured borrowings.

The provisions of ASU 2014-11 are effective for the first interim or annual period beginning after December 15, 2014, with the exception of disclosure amendments for repurchase agreements, securities lending transactions and repurchase-to-maturity transactions that are accounted for as secured borrowings, which are effective for annual periods beginning after December 15, 2014, and for interim periods beginning after March 15, 2015. The Company does not expect ASU 2014-11 to have an impact on its financial condition or results of operations, as the Company has not historically met the requirements for sale accounting treatment for such secured borrowing arrangements. The Company is currently in the process of determining the impact of adoption of the disclosure provisions of ASU 2014-11.

#### Revenue from Contracts with Customers

In May 2014, the FASB issued ASU 2014-09, "Revenue from Contracts with Customers (ASC Topic 606)" ("ASU 2014-09"), which requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Revenue is recognized when, or as, the entity satisfies a performance obligation under the contract. The standard also requires disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

The provisions of ASU 2014-09 are effective retrospectively for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. The Company is currently in the process of determining the impact of adoption of the provisions of ASU 2014-09.

#### Discontinued Operations and Disposals

In April 2014, the FASB issued ASU 2014-08, "Presentation of Financial Statements (ASC Topic 205) and Property, Plant, and Equipment (ASC Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity" ("ASU 2014-08"), which requires the disposal of a component of an entity to be reported in discontinued operations if the disposal represents a strategic shift that has, or will have, a major effect on the entity's operations and financial results. The component should be reported in discontinued operations when it meets the criteria to be classified as held for sale, is disposed of by sale or is disposed of other than by sale.

The amendments also require additional disclosures about discontinued operations, including disclosures about an entity's significant continuing involvement with a discontinued operation and disclosures for a disposal of an individually significant component of an entity that does not qualify for discontinued operations.

The provisions of ASU 2014-08 are effective for annual periods beginning after December 15, 2014, and for interim periods beginning after December 15, 2015. The amendments should be applied prospectively to disposals and classifications as held for sale that occur within those periods. The Company is currently in the process of determining the impact of adoption of the provisions of ASU 2014-08.

**Voya Insurance and Annuity Company**  
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**2. Investments**

*Fixed Maturities and Equity Securities*

Available-for-sale and FVO fixed maturities and equity securities were as follows as of December 31, 2014:

	<b>Amortized Cost</b>	<b>Gross Unrealized Capital Gains</b>	<b>Gross Unrealized Capital Losses</b>	<b>Embedded Derivatives<sup>(2)</sup></b>	<b>Fair Value</b>	<b>OTTI<sup>(3)</sup></b>
Fixed maturities:						
U.S. Treasuries	\$ 843.0	\$ 83.9	\$ 0.8	\$ —	\$ 926.1	\$ —
U.S. Government agencies and authorities	78.9	4.5	—	—	83.4	—
State, municipalities and political subdivisions	155.4	9.1	0.1	—	164.4	—
U.S. corporate securities	11,678.3	814.6	44.5	—	12,448.4	4.8
Foreign securities: <sup>(1)</sup>						
Government	328.0	11.9	5.7	—	334.2	—
Other	5,072.5	296.5	27.4	—	5,341.6	—
Total foreign securities	5,400.5	308.4	33.1	—	5,675.8	—
Residential mortgage-backed securities:						
Agency	1,589.5	96.2	4.9	18.5	1,699.3	—
Non-Agency	292.3	53.5	2.3	7.7	351.2	25.8
Total Residential mortgage-backed securities	1,881.8	149.7	7.2	26.2	2,050.5	25.8
Commercial mortgage-backed securities						
Other asset-backed securities	292.7	15.2	7.0	—	300.9	0.3
Total fixed maturities, including securities pledged	21,862.3	1,481.9	93.4	26.2	23,277.0	30.9
Less: Securities pledged	567.3	62.2	2.7	—	626.8	—
Total fixed maturities	21,295.0	1,419.7	90.7	26.2	22,650.2	30.9
Equity securities	3.1	3.6	—	—	6.7	—
Total fixed maturities and equity securities investments	<u>\$ 21,298.1</u>	<u>\$ 1,423.3</u>	<u>\$ 90.7</u>	<u>\$ 26.2</u>	<u>\$ 22,656.9</u>	<u>\$ 30.9</u>

<sup>(1)</sup> Primarily U.S. dollar denominated.

<sup>(2)</sup> Embedded derivatives within fixed maturity securities are reported with the host investment. The changes in fair value of embedded derivatives are reported in Other net realized capital gains (losses) in the Statements of Operations.

<sup>(3)</sup> Represents OTTI reported as a component of Other comprehensive income (loss).

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Available-for-sale and FVO fixed maturities and equity securities were as follows as of December 31, 2013:

	<b>Amortized Cost</b>	<b>Gross Unrealized Capital Gains</b>	<b>Gross Unrealized Capital Losses</b>	<b>Embedded Derivatives<sup>(2)</sup></b>	<b>Fair Value</b>	<b>OTTI<sup>(3)</sup></b>
Fixed maturities:						
U.S. Treasuries	\$ 1,880.9	\$ 19.8	\$ 43.9	\$ —	\$ 1,856.8	\$ —
U.S. Government agencies and authorities	102.5	0.3	0.5	—	102.3	—
State, municipalities and political subdivisions	50.1	2.1	0.9	—	51.3	—
U.S. corporate securities	10,292.8	522.7	178.4	—	10,637.1	6.1
Foreign securities: <sup>(1)</sup>						
Government	404.8	14.5	16.7	—	402.6	—
Other	4,753.5	276.4	37.8	—	4,992.1	—
Total foreign securities	5,158.3	290.9	54.5	—	5,394.7	—
Residential mortgage-backed securities						
Agency	1,740.3	99.0	25.7	20.2	1,833.8	—
Non-Agency	363.0	51.9	5.3	8.7	418.3	40.8
Total Residential mortgage-backed securities	2,103.3	150.9	31.0	28.9	2,252.1	40.8
Commercial mortgage-backed securities						
Other asset-backed securities	534.5	19.1	13.1	—	540.5	0.7
Total fixed maturities, including securities pledged	21,593.7	1,150.9	323.4	28.9	22,450.1	47.6
Less: Securities pledged	964.1	1.8	6.7	—	959.2	—
Total fixed maturities	20,629.6	1,149.1	316.7	28.9	21,490.9	47.6
Equity securities	3.8	2.6	0.3	—	6.1	—
Total fixed maturities and equity securities investments	<u>\$ 20,633.4</u>	<u>\$ 1,151.7</u>	<u>\$ 317.0</u>	<u>\$ 28.9</u>	<u>\$ 21,497.0</u>	<u>\$ 47.6</u>

<sup>(1)</sup> Primarily U.S. dollar denominated.

<sup>(2)</sup> Embedded derivatives within fixed maturity securities are reported with the host investment. The changes in fair value of embedded derivatives are reported in Other net realized capital gains (losses) in the Statements of Operations.

<sup>(3)</sup> Represents OTTI reported as a component of Other comprehensive income (loss).

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The amortized cost and fair value of fixed maturities, including securities pledged, as of December 31, 2014, are shown below by contractual maturity. Actual maturities may differ from contractual maturities as securities may be restructured, called or prepaid. MBS and Other ABS are shown separately because they are not due at a single maturity date.

	<b>Amortized Cost</b>	<b>Fair Value</b>
Due to mature:		
One year or less	\$ 823.2	\$ 835.6
After one year through five years	4,103.4	4,313.4
After five years through ten years	8,466.7	8,763.9
After ten years	4,762.8	5,385.2
Mortgage-backed securities	3,413.5	3,678.0
Other asset-backed securities	292.7	300.9
Fixed maturities, including securities pledged	<u>\$ 21,862.3</u>	<u>\$ 23,277.0</u>

The investment portfolio is monitored to maintain a diversified portfolio on an ongoing basis. Credit risk is mitigated by monitoring concentrations by issuer, sector and geographic stratification and limiting exposure to any one issuer.

As of December 31, 2014 and 2013, the Company did not have any investments in a single issuer, other than obligations of the U.S. Government and government agencies, with a carrying value in excess of 10% of the Company's Shareholder's equity.

The following tables set forth the composition of the U.S. and foreign corporate securities within the fixed maturity portfolio by industry category as of the dates indicated:

	<b>Amortized Cost</b>	<b>Gross Unrealized Capital Gains</b>	<b>Gross Unrealized Capital Losses</b>	<b>Fair Value</b>
<b><u>December 31, 2014</u></b>				
Communications	\$ 1,081.6	\$ 122.1	\$ 0.9	\$ 1,202.8
Financial	2,451.3	175.0	1.6	2,624.7
Industrial and other companies	9,983.9	542.8	60.6	10,466.1
Utilities	2,743.1	234.3	7.1	2,970.3
Transportation	490.9	36.9	1.7	526.1
Total	<u>\$ 16,750.8</u>	<u>\$ 1,111.1</u>	<u>\$ 71.9</u>	<u>\$ 17,790.0</u>
<b><u>December 31, 2013</u></b>				
Communications	\$ 1,028.7	\$ 76.3	\$ 10.0	\$ 1,095.0
Financial	1,862.1	144.4	20.8	1,985.7
Industrial and other companies	9,050.1	417.1	139.0	9,328.2
Utilities	2,659.0	140.0	39.5	2,759.5
Transportation	446.4	21.3	6.9	460.8
Total	<u>\$ 15,046.3</u>	<u>\$ 799.1</u>	<u>\$ 216.2</u>	<u>\$ 15,629.2</u>

#### *Fixed Maturities and Equity Securities*

The Company's fixed maturities and equity securities are currently designated as available-for-sale, except those accounted for using the FVO. Available-for-sale securities are reported at fair value and unrealized capital gains (losses) on these securities are recorded directly in AOCI and presented net of related changes in DAC, VOBA and Deferred income taxes. In addition, certain fixed maturities have embedded derivatives, which are reported with the host contract on the Balance Sheets.

The Company has elected the FVO for certain of its fixed maturities to better match the measurement of assets and liabilities in the Statements of Operations. Certain CMOs, primarily interest-only and principal-only strips, are accounted for as hybrid instruments and valued at fair value with changes in the fair value recorded in Other net realized capital gains (losses) in the Statements of Operations.

The Company invests in various categories of CMOs, including CMOs that are not agency-backed, that are subject to different degrees of risk from changes in interest rates and defaults. The principal risks inherent in holding CMOs are prepayment and extension risks related to significant decreases and increases in interest rates resulting in the prepayment of principal from the underlying mortgages, either earlier or later than originally anticipated. As of December 31, 2014 and 2013, approximately 41.7% and 33.4%, respectively, of the Company's CMO holdings, such as interest-only or principal-only strips, were invested in those types of CMOs that are subject to more prepayment and extension risk than traditional CMOs.

#### *Repurchase Agreements*

As of December 31, 2014 and 2013, the Company did not have any securities pledged in dollar rolls, repurchase agreement transactions or reverse repurchase agreements.

#### *Securities Lending*

As of December 31, 2014 and 2013, the fair value of loaned securities was \$121.2 and \$128.5, respectively, and is included in Securities pledged on the Balance Sheets. As of December 31, 2014 and 2013, collateral retained by the lending agent and invested in liquid assets on the Company's behalf was \$125.4 and \$132.4, respectively, and recorded in Short-term investments under securities loan agreements, including collateral delivered on the Balance Sheets. As of December 31, 2014 and 2013, liabilities to return collateral of \$125.4 and \$132.4, respectively, were included in Payables under securities loan agreements, including collateral held on the Balance Sheets.

#### *Variable Interest Entities ("VIEs")*

The Company holds certain VIEs for investment purposes. VIEs may be in the form of private placement securities, structured securities, securitization transactions, or limited partnerships. The Company has reviewed each of its holdings and determined that consolidation of these investments in the Company's financial statements is not required, as the Company is not the primary beneficiary, because the Company does not have both the power to direct the activities that most significantly impact the entity's economic performance and the obligation or right to potentially significant losses or benefits, for any of its investments in VIEs. The Company did not provide any non-contractual financial support and its carrying value represents the Company's exposure to loss. The carrying value of the equity tranches of the Collateralized loan obligations ("CLOs") of \$1.8 and \$2.5 as of December 31, 2014 and 2013, respectively, is included in Limited partnerships/corporations on the Balance Sheets. Income and losses recognized on these investments are reported in Net investment income in the Statements of Operations.

On June 4, 2012, the Company entered into an agreement to sell certain general account private equity limited partnership investment interest holdings with a carrying value of \$146.1 as of March 31, 2012. These assets were sold to a group of private equity funds that are managed by Pomona Management LLC, an affiliate of the Company. The transaction resulted in a net pre-tax loss of \$16.9 in the second quarter of 2012 reported in Net investment income on the Statements of Operations. The transaction closed in two tranches with the first tranche closed on June 29, 2012 and the second tranche closed on October 29, 2012. Consideration received included \$8.2 of promissory notes which were due in two equal installments at December 31, 2013 and 2014. In connection with these promissory notes, Voya Financial, Inc. unconditionally guaranteed payments of the notes in the event of any default of payment due. No additional loss was incurred on the second tranche since the fair value of the alternative investments was reduced to the agreed-upon sales price as of June 30, 2012.

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*Securitizations*

The Company invests in various tranches of securitization entities, including RMBS, CMBS and ABS. Through its investments, the Company is not obligated to provide any financial or other support to these entities. Each of the RMBS, CMBS and ABS entities are thinly capitalized by design and considered VIEs. The Company's involvement with these entities is limited to that of a passive investor. The Company has no unilateral right to appoint or remove the servicer, special servicer or investment manager, which are generally viewed to have the power to direct the activities that most significantly impact the securitization entities' economic performance, in any of these entities, nor does the Company function in any of these roles. The Company through its investments or other arrangements does not have the obligation to absorb losses or the right to receive benefits from the entity that could potentially be significant to the entity. Therefore, the Company is not the primary beneficiary and will not consolidate any of the RMBS, CMBS and ABS entities in which it holds investments. These investments are accounted for as investments available-for-sale as described in the *Business, Basis of Presentation and Significant Accounting Policies* Note to these Financial Statements and unrealized capital gains (losses) on these securities are recorded directly in AOCI, except for certain RMBS which are accounted for under the FVO for which changes in fair value are reflected in Other net realized gains (losses) in the Statements of Operations. The Company's maximum exposure to loss on these structured investments is limited to the amount of its investment.

*Unrealized Capital Losses*

Unrealized capital losses (including noncredit impairments), along with the fair value of fixed maturity securities, including securities pledged, by market sector and duration were as follows as of December 31, 2014:

	Six Months or Less Below Amortized Cost		More Than Six Months and Twelve Months or Less Below Amortized Cost		More Than Twelve Months Below Amortized Cost		Total	
	Fair Value	Unrealized Capital Losses	Fair Value	Unrealized Capital Losses	Fair Value	Unrealized Capital Losses	Fair Value	Unrealized Capital Losses
<b>2014</b>								
U.S. Treasuries	\$ 25.6	\$ — *	\$ —	\$ —	\$ 36.6	\$ 0.8	\$ 62.2	\$ 0.8
U.S. Government agencies and authorities	1.8	— *	—	—	—	—	1.8	— *
U.S. corporate, state and municipalities	864.9	15.5	30.4	0.5	938.6	28.6	1,833.9	44.6
Foreign	739.3	23.7	20.0	0.8	138.5	8.6	897.8	33.1
Residential mortgage-backed	122.8	0.6	26.0	0.3	322.5	6.3	471.3	7.2
Commercial mortgage-backed	34.7	0.3	1.6	0.4	—	—	36.3	0.7
Other asset-backed	12.6	— *	0.8	— *	97.0	7.0	110.4	7.0
Total	<u>\$ 1,801.7</u>	<u>\$ 40.1</u>	<u>\$ 78.8</u>	<u>\$ 2.0</u>	<u>\$ 1,533.2</u>	<u>\$ 51.3</u>	<u>\$ 3,413.7</u>	<u>\$ 93.4</u>

\* Less than \$0.1.

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Unrealized capital losses (including noncredit impairments), along with the fair value of fixed maturity securities, including securities pledged, by market sector and duration were as follows as of December 31, 2013:

	Six Months or Less Below Amortized Cost		More Than Six Months and Twelve Months or Less Below Amortized Cost		More Than Twelve Months Below Amortized Cost		Total	
	Fair Value	Unrealized Capital Losses	Fair Value	Unrealized Capital Losses	Fair Value	Unrealized Capital Losses	Fair Value	Unrealized Capital Losses
<b>2013</b>								
U.S. Treasuries	\$ 807.0	\$ 12.7	\$ 729.3	\$ 31.2	\$ —	\$ —	\$1,536.3	\$ 43.9
U.S. Government agencies and authorities	9.5	— *	49.2	0.5	—	—	58.7	0.5
U.S. corporate, state and municipalities	1,211.0	25.4	2,022.2	134.1	206.6	19.8	3,439.8	179.3
Foreign	340.9	5.3	639.9	43.8	40.9	5.4	1,021.7	54.5
Residential mortgage-backed	376.1	3.2	570.6	19.2	130.1	8.6	1,076.8	31.0
Commercial mortgage-backed	78.6	1.1	—	—	1.2	— *	79.8	1.1
Other asset-backed	51.9	0.3	12.1	0.2	117.8	12.6	181.8	13.1
Total	<u>\$ 2,875.0</u>	<u>\$ 48.0</u>	<u>\$4,023.3</u>	<u>\$ 229.0</u>	<u>\$ 496.6</u>	<u>\$ 46.4</u>	<u>\$7,394.9</u>	<u>\$ 323.4</u>

\* Less than \$0.1.

Of the unrealized capital losses aged more than twelve months, the average market value of the related fixed maturities was 96.8% and 91.5% of the average book value as of December 31, 2014 and 2013, respectively.

Unrealized capital losses (including noncredit impairments) in fixed maturities, including securities pledged, for instances in which fair value declined below amortized cost by greater than or less than 20% for consecutive months as indicated in the tables below, were as follows as of the dates indicated:

	Amortized Cost		Unrealized Capital Losses		Number of Securities	
	< 20%	> 20%	< 20%	> 20%	< 20%	> 20%
<b>December 31, 2014</b>						
Six months or less below amortized cost	\$ 1,844.0	\$ 33.9	\$ 39.7	\$ 7.6	368	8
More than six months and twelve months or less below amortized cost	117.3	—	5.5	—	35	—
More than twelve months below amortized cost	1,509.4	2.5	40.1	0.5	236	1
Total	<u>\$ 3,470.7</u>	<u>\$ 36.4</u>	<u>\$ 85.3</u>	<u>\$ 8.1</u>	<u>639</u>	<u>9</u>
<b>December 31, 2013</b>						
Six months or less below amortized cost	\$ 2,990.4	\$ 7.5	\$ 58.7	\$ 1.8	334	6
More than six months and twelve months or less below amortized cost	4,264.7	25.8	226.0	6.7	474	6
More than twelve months below amortized cost	419.6	10.3	27.4	2.8	122	9
Total	<u>\$ 7,674.7</u>	<u>\$ 43.6</u>	<u>\$ 312.1</u>	<u>\$ 11.3</u>	<u>930</u>	<u>21</u>

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Unrealized capital losses (including noncredit impairments) in fixed maturities, including securities pledged, by market sector for instances in which fair value declined below amortized cost by greater than or less than 20% were as follows as of the dates indicated:

	Amortized Cost		Unrealized Capital Losses		Number of Securities	
	< 20%	> 20%	< 20%	> 20%	< 20%	> 20%
<b>December 31, 2014</b>						
U.S. Treasuries	\$ 63.0	\$ —	\$ 0.8	\$ —	4	—
U.S. Government agencies and authorities	1.8	—	—	—	1	—
U.S. corporate, state and municipalities	1,864.2	14.3	41.2	3.4	295	3
Foreign	915.0	15.9	29.7	3.4	166	3
Residential mortgage-backed	478.5	—	7.2	—	125	—
Commercial mortgage-backed	35.0	2.0	0.3	0.4	9	1
Other asset-backed	113.2	4.2	6.1	0.9	39	2
Total	<u>\$ 3,470.7</u>	<u>\$ 36.4</u>	<u>\$ 85.3</u>	<u>\$ 8.1</u>	<u>639</u>	<u>9</u>
<b>December 31, 2013</b>						
U.S. Treasuries	\$ 1,580.2	\$ —	\$ 43.9	\$ —	15	—
U.S. Government agencies and authorities	59.2	—	0.5	—	3	—
U.S. corporate, state and municipalities	3,604.2	14.9	175.5	3.8	479	1
Foreign	1,067.8	8.4	52.5	2.0	185	3
Residential mortgage-backed	1,103.4	4.4	29.9	1.1	187	10
Commercial mortgage-backed	80.9	—	1.1	—	14	—
Other asset-backed	179.0	15.9	8.7	4.4	47	7
Total	<u>\$ 7,674.7</u>	<u>\$ 43.6</u>	<u>\$ 312.1</u>	<u>\$ 11.3</u>	<u>930</u>	<u>21</u>

Investments with fair values less than amortized cost are included in the Company's other-than-temporary impairments analysis. Impairments were recognized as disclosed in the "Evaluating Securities for Other-Than-Temporary Impairments" section below. The Company evaluates non-agency RMBS and ABS for "other-than-temporary impairments" each quarter based on actual and projected cash flows, after considering the quality and updated loan-to-value ratios reflecting current home prices of underlying collateral, forecasted loss severity, the payment priority within the tranche structure of the security and amount of any credit enhancements. The Company's assessment of current levels of cash flows compared to estimated cash flows, at the time the securities were acquired, indicates the amount and the pace of projected cash flows from the underlying collateral has generally been lower and slower, respectively. However, since cash flows are typically projected at a trust level, the impairment review incorporates the security's position within the trust structure as well as credit enhancement remaining in the trust to determine whether an impairment is warranted. Therefore, while lower and slower cash flows will impact the trust, the effect on a particular security within the trust will be dependent upon the trust structure. Where the assessment continues to project full recovery of principal and interest on schedule, the Company has not recorded an impairment. Unrealized losses on below investment grade securities are principally related to RMBS (primarily Alt-A RMBS) and ABS (primarily subprime RMBS) largely due to economic and market uncertainties including concerns over unemployment levels, lower interest rate environment on floating rate securities requiring higher risk premiums since purchase and valuations on residential real estate supporting non-agency RMBS. Based on this analysis, the Company determined that the remaining investments in an unrealized loss position were not other-than-temporarily impaired and therefore no further other-than-temporary impairment was necessary.

*Troubled Debt Restructuring*

The Company invests in high quality, well performing portfolios of commercial mortgage loans and private placements. Under certain circumstances, modifications are granted to these contracts. Each modification is evaluated as to whether a troubled debt restructuring has occurred. A modification is a troubled debt restructuring when the borrower is in financial difficulty and the

creditor makes concessions. Generally, the types of concessions may include reducing the face amount or maturity amount of the debt as originally stated, reducing the contractual interest rate, extending the maturity date at an interest rate lower than current market interest rates and/or reducing accrued interest. The Company considers the amount, timing and extent of the concession granted in determining any impairment or changes in the specific valuation allowance recorded in connection with the troubled debt restructuring. A valuation allowance may have been recorded prior to the quarter when the loan is modified in a troubled debt restructuring. Accordingly, the carrying value (net of the specific valuation allowance) before and after modification through a troubled debt restructuring may not change significantly, or may increase if the expected recovery is higher than the pre-modification recovery assessment. For the year ended December 31, 2014, the Company had no new troubled debt restructurings for private placement or commercial mortgage loans. For the year ended December 31, 2013, the Company had no new private placement troubled debt restructuring and had 20 new commercial mortgage loan troubled debt restructurings with a pre-modification and post-modification carrying value of \$24.6. The 20 commercial mortgage loans comprise a portfolio of cross-defaulted, cross-collateralized individual loans, which are owned by the same sponsor. Between the date of the troubled debt restructurings and December 31, 2014, these loans have repaid \$7.5 in principal.

As of December 31, 2014 and 2013, the Company did not have any commercial mortgage loans or private placements modified in a troubled debt restructuring with a subsequent payment default.

#### *Mortgage Loans on Real Estate*

The Company's mortgage loans on real estate are all commercial mortgage loans held for investment, which are reported at amortized cost, less impairment write-downs and allowance for losses. The Company diversifies its commercial mortgage loan portfolio by geographic region and property type to reduce concentration risk. The Company manages risk when originating commercial mortgage loans by generally lending only up to 75% of the estimated fair value of the underlying real estate. Subsequently, the Company continuously evaluates mortgage loans based on relevant current information including a review of loan-specific credit quality, property characteristics and market trends. Loan performance is monitored on a loan specific basis through the review of submitted appraisals, operating statements, rent revenues and annual inspection reports, among other items. This review ensures properties are performing at a consistent and acceptable level to secure the debt. The components to evaluate debt service coverage are received and reviewed at least annually to determine the level of risk.

The following table summarizes the Company's investment in mortgage loans as of the dates indicated:

	<b>December 31, 2014</b>	<b>December 31, 2013</b>
Commercial mortgage loans	\$ 2,855.2	\$ 2,838.4
Collective valuation allowance	(0.8)	(1.1)
Total net commercial mortgage loans	<u>\$ 2,854.4</u>	<u>\$ 2,837.3</u>

There were no impairments taken on the mortgage loan portfolio for the years ended December 31, 2014 and 2013.

The following table summarizes the activity in the allowance for losses for all commercial mortgage loans for the periods indicated:

	<b>December 31, 2014</b>	<b>December 31, 2013</b>
Collective valuation allowance for losses, balance at January 1	\$ 1.1	\$ 1.2
Addition to / (reduction of) allowance for losses	(0.3)	(0.1)
Collective valuation allowance for losses, end of period	<u>\$ 0.8</u>	<u>\$ 1.1</u>

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The carrying values and unpaid principal balances of impaired mortgage loans were as follows as of the dates indicated:

	<b>December 31, 2014</b>	<b>December 31, 2013</b>
Impaired loans without allowances for losses	\$ 17.1	\$ 23.4
Less: Allowances for losses on impaired loans	—	—
Impaired loans, net	\$ 17.1	\$ 23.4
Unpaid principal balance of impaired loans	\$ 17.1	\$ 23.4

As of December 31, 2014 and 2013 the Company did not have any impaired loans with allowances for losses.

The following table presents information on restructured loans as of the dates indicated:

	<b>December 31, 2014</b>	<b>December 31, 2013</b>
Troubled debt restructured loans	\$ 17.1	\$ 23.4

The Company defines delinquent mortgage loans consistent with industry practice as 60 days past due. The Company's policy is to recognize interest income until a loan becomes 90 days delinquent or foreclosure proceedings are commenced, at which point interest accrual is discontinued. Interest accrual is not resumed until the loan is brought current.

There were no mortgage loans in the Company's portfolio in process of foreclosure as of December 31, 2014 and 2013. There were no loans 90 days or more past due or loans in arrears with respect to principal and interest as of December 31, 2014 and 2013.

The following table presents information on the average investment during the period in impaired loans and interest income recognized on impaired and troubled debt restructured loans for the periods indicated:

	<b>Year Ended December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
Impaired loans, average investment during the period (amortized cost) <sup>(1)</sup>	\$ 20.2	\$ 11.7	\$ —
Interest income recognized on impaired loans, on an accrual basis <sup>(1)</sup>	1.1	0.7	—
Interest income recognized on impaired loans, on a cash basis <sup>(1)</sup>	1.0	0.7	—
Interest income recognized on troubled debt restructured loans, on an accrual basis	1.1	0.7	—

<sup>(1)</sup> Includes amounts for Troubled debt restructured loans.

Loan-to-value ("LTV") and debt service coverage ("DSC") ratios are measures commonly used to assess the risk and quality of mortgage loans. The LTV ratio, calculated at time of origination, is expressed as a percentage of the amount of the loan relative to the value of the underlying property. A LTV ratio in excess of 100% indicates the unpaid loan amount exceeds the underlying collateral. The DSC ratio, based upon the most recently received financial statements, is expressed as a percentage of the amount of a property's net income to its debt service payments. A DSC ratio of less than 1.0 indicates that property's operations do not generate sufficient income to cover debt payments. These ratios are utilized as part of the review process described above.

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The following table presents the LTV ratios as of the dates indicated:

	<b>December 31, 2014 <sup>(1)</sup></b>	<b>December 31, 2013 <sup>(1)</sup></b>
Loan-to-Value Ratio:		
0% - 50%	\$ 367.2	\$ 499.8
>50% - 60%	674.2	761.3
>60% - 70%	1,671.0	1,458.1
>70% - 80%	136.4	112.6
>80% and above	6.4	6.6
Total Commercial mortgage loans	<u>\$ 2,855.2</u>	<u>\$ 2,838.4</u>

<sup>(1)</sup> Balances do not include collective valuation allowance for losses.

The following table presents the DSC ratios as of the dates indicated:

	<b>December 31, 2014 <sup>(1)</sup></b>	<b>December 31, 2013 <sup>(1)</sup></b>
Debt Service Coverage Ratio:		
Greater than 1.5x	\$ 2,085.8	\$ 2,003.2
>1.25x - 1.5x	397.3	468.5
>1.0x - 1.25x	282.4	240.2
Less than 1.0x	85.9	126.5
Commercial mortgage loans secured by land or construction loans	3.8	—
Total Commercial mortgage loans	<u>\$ 2,855.2</u>	<u>\$ 2,838.4</u>

<sup>(1)</sup> Balances do not include collective valuation allowance for losses.

Properties collateralizing mortgage loans are geographically dispersed throughout the United States, as well as diversified by property type, as reflected in the following tables as of the dates indicated:

	<b>December 31, 2014 <sup>(1)</sup></b>		<b>December 31, 2013 <sup>(1)</sup></b>	
	<b>Gross Carrying Value</b>	<b>% of Total</b>	<b>Gross Carrying Value</b>	<b>% of Total</b>
Commercial Mortgage Loans by U.S. Region:				
Pacific	\$ 673.0	23.6%	\$ 682.8	24.1%
South Atlantic	597.6	20.9%	560.9	19.8%
West South Central	386.2	13.5%	377.2	13.3%
East North Central	281.1	9.8%	337.6	11.9%
Middle Atlantic	395.6	13.9%	334.0	11.8%
Mountain	277.5	9.7%	282.1	9.9%
West North Central	122.2	4.3%	131.4	4.6%
New England	37.4	1.3%	71.9	2.5%
East South Central	84.6	3.0%	60.5	2.1%
Total Commercial mortgage loans	<u>\$ 2,855.2</u>	<u>100.0%</u>	<u>\$ 2,838.4</u>	<u>100.0%</u>

<sup>(1)</sup> Balances do not include collective valuation allowance for losses.

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	December 31, 2014 <sup>(1)</sup>		December 31, 2013 <sup>(1)</sup>	
	Gross Carrying Value	% of Total	Gross Carrying Value	% of Total
Commercial Mortgage Loans by Property Type:				
Industrial	\$ 806.8	28.3%	\$ 998.3	35.2%
Retail	932.9	32.7%	800.2	28.2%
Apartments	508.6	17.8%	412.4	14.5%
Office	340.1	11.9%	388.3	13.7%
Hotel/Motel	83.3	2.9%	99.1	3.5%
Mixed Use	80.2	2.8%	53.7	1.9%
Other	103.3	3.6%	86.4	3.0%
Total Commercial mortgage loans	<u>\$ 2,855.2</u>	<u>100.0%</u>	<u>\$ 2,838.4</u>	<u>100.0%</u>

<sup>(1)</sup> Balances do not include collective valuation allowance for losses.

The following table sets forth the breakdown of mortgages by year of origination as of the dates indicated:

	December 31, 2014 <sup>(1)</sup>	December 31, 2013 <sup>(1)</sup>
Year of Origination:		
2014	\$ 540.1	\$ —
2013	628.7	641.3
2012	282.0	307.5
2011	601.0	748.4
2010	109.3	170.8
2009	11.9	45.6
2008 and prior	682.2	924.8
Total Commercial mortgage loans	<u>\$ 2,855.2</u>	<u>\$ 2,838.4</u>

<sup>(1)</sup> Balances do not include collective valuation allowance for losses.

*Evaluating Securities for Other-Than-Temporary Impairments*

The Company performs a regular evaluation, on a security-by-security basis, of its available-for-sale securities holdings, including fixed maturity securities and equity securities in accordance with its impairment policy in order to evaluate whether such investments are other-than-temporarily impaired.

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The following table identifies the Company's credit-related and intent-related impairments included in the Statements of Operations, excluding impairments included in Other comprehensive income (loss) by type for the periods indicated:

	Year Ended December 31,					
	2014		2013		2012	
	Impairment	No. of Securities	Impairment	No. of Securities	Impairment	No. of Securities
U.S. corporate	\$ 1.4	2	\$ —	—	\$ 6.0	3
Foreign <sup>(1)</sup>	0.6	4	1.4	1	0.7	3
Residential mortgage-backed	2.8	39	7.5	57	9.7	55
Commercial mortgage-backed	0.1	2	0.3	2	1.7	1
Other asset-backed	0.5	2	1.1	3	0.4	3
Equity	0.3	2	—	—	—	—
<b>Total</b>	<b>\$ 5.7</b>	<b>51</b>	<b>\$ 10.3</b>	<b>63</b>	<b>\$ 18.5</b>	<b>65</b>

<sup>(1)</sup> Primarily U.S. dollar denominated.

The above tables include \$3.7, \$6.4 and \$14.7 of write-downs related to credit impairments for the years ended December 31, 2014, 2013 and 2012, respectively, in Other-than-temporary impairments, which are recognized in the Statements of Operations. The remaining \$2.0, \$3.9 and \$3.8, for the years ended December 31, 2014, 2013 and 2012, respectively, are related to intent impairments.

The following table summarizes these intent impairments, which are also recognized in earnings, by type for the periods indicated:

	Year Ended December 31,					
	2014		2013		2012	
	Impairment	No. of Securities	Impairment	No. of Securities	Impairment	No. of Securities
U.S. corporate	\$ 1.2	2	\$ —	—	\$ 0.5	1
Foreign <sup>(1)</sup>	0.6	4	—	—	0.7	3
Residential mortgage-backed	0.1	5	3.6	12	0.9	6
Commercial mortgage-backed	0.1	2	0.3	2	1.7	1
Other asset-backed	—	—	—	—	— *	1
Equity	—	—	—	—	—	—
<b>Total</b>	<b>\$ 2.0</b>	<b>13</b>	<b>\$ 3.9</b>	<b>14</b>	<b>\$ 3.8</b>	<b>12</b>

\* Less than \$0.1.

<sup>(1)</sup> Primarily U.S. dollar denominated.

The Company may sell securities during the period in which fair value has declined below amortized cost for fixed maturities or cost for equity securities. In certain situations, new factors, including changes in the business environment, can change the Company's previous intent to continue holding a security. Accordingly, these factors may lead the Company to record additional intent related capital losses.

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The following table identifies the amount of credit impairments on fixed maturities for which a portion of the OTTI loss was recognized in Other comprehensive income (loss) and the corresponding changes in such amounts for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
Balance at January 1	\$ 42.1	\$ 47.9	\$ 64.1
Additional credit impairments:			
On securities not previously impaired	0.4	0.5	4.8
On securities previously impaired	3.0	3.8	6.8
Reductions:			
Securities sold, matured, prepaid or paid down	11.9	10.1	27.8
Increase in cash flows	0.5	—	—
Balance at December 31	<u>\$ 33.1</u>	<u>\$ 42.1</u>	<u>\$ 47.9</u>

*Net Investment Income*

The following table summarizes Net investment income for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
Fixed maturities	\$ 1,121.7	\$ 1,075.8	\$ 1,137.9
Equity securities, available-for-sale	2.4	3.6	4.0
Mortgage loans on real estate	145.6	152.9	166.3
Policy loans	5.0	5.7	5.7
Short-term investments and cash equivalents	0.8	0.4	0.2
Other	39.9	79.7 <sup>(1)</sup>	23.7
Gross investment income	1,315.4	1,318.1	1,337.8
Less: investment expenses	50.7	50.9	52.3
Net investment income	<u>\$ 1,264.7</u>	<u>\$ 1,267.2</u>	<u>\$ 1,285.5</u>

<sup>(1)</sup> Includes \$42.4 in conjunction with a bankruptcy settlement for a prime broker who held assets on behalf of a limited partnership previously written down to realizable value.

As of December 31, 2014, the Company had \$0.2 of investments in fixed maturities that did not produce net investment income. As of December 31, 2013, the Company did not have any investments in fixed maturities that did not produce net investment income. Fixed maturities are moved to a non-accrual status when the investment defaults.

Interest income on fixed maturities is recorded when earned using an effective yield method, giving effect to amortization of premiums and accretion of discounts. Such interest income is recorded in Net investment income in the Statements of Operations.

*Net Realized Capital Gains (Losses)*

Net realized capital gains (losses) comprise the difference between the amortized cost of investments and proceeds from sale and redemption, as well as losses incurred due to the credit-related and intent-related other-than-temporary impairment of investments. Realized investment gains and losses are also primarily generated from changes in fair value of embedded derivatives within product guarantees and fixed maturities, changes in fair value of fixed maturities recorded at FVO and changes in fair value including accruals on derivative instruments, except for effective cash flow hedges. The cost of the investments on disposal is generally determined based on FIFO methodology.

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Net realized capital gains (losses) were as follows for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
Fixed maturities, available-for-sale, including securities pledged	\$ 2.4	\$ (11.4)	\$ 138.0
Fixed maturities, at fair value option	(50.0)	(89.0)	(57.7)
Equity securities, available-for-sale	(0.1)	—	(0.2)
Derivatives	(33.8)	(3,050.2)	(1,654.0)
Embedded derivatives - fixed maturities	(2.7)	(24.3)	(4.2)
Embedded derivatives - product guarantees	(708.4)	961.7	202.9
Other investments	18.5	(2.6)	1.1
Net realized capital gains (losses)	<u>\$ (774.1)</u>	<u>\$ (2,215.8)</u>	<u>\$ (1,374.1)</u>
After-tax net realized capital gains (losses)	<u>\$ (503.2)</u>	<u>\$ (1,440.3)</u>	<u>\$ (932.8)</u>

Proceeds from the sale of fixed maturities and equity securities, available-for-sale and the related gross realized gains and losses, before tax were as follows for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
Proceeds on sales	\$ 2,436.1	\$ 4,548.9	\$ 4,652.0
Gross gains	21.9	41.6	177.8
Gross losses	26.3	27.0	14.3

### 3. Derivative Financial Instruments

The Company enters into the following types of derivatives:

*Interest rate swaps:* Interest rate swaps are used by the Company primarily to reduce market risks from changes in interest rates and to alter interest rate exposure arising from mismatches between assets and/or liabilities. Interest rate swaps are also used to hedge the interest rate risk associated with the value of assets it owns or in an anticipation of acquiring them. Using interest rate swaps, the Company agrees with another party to exchange, at specified intervals, the difference between fixed rate and floating rate interest payments, calculated by reference to an agreed upon notional principal amount. These transactions are entered into pursuant to master agreements that provide for a single net payment to be made to/from the counterparty at each due date. The Company utilizes these contracts in qualifying hedging relationships as well as non-qualifying hedging relationships.

*Foreign exchange swaps:* The Company uses foreign exchange or currency swaps to reduce the risk of change in the value, yield or cash flows associated with certain foreign denominated invested assets. Foreign exchange swaps represent contracts that require the exchange of foreign currency cash flows against U.S. dollar cash flows at regular periods, typically quarterly or semi-annually. The Company utilizes these contracts in qualifying hedging relationships as well as non-qualifying hedging relationships.

*Credit default swaps:* Credit default swaps are used to reduce credit loss exposure with respect to certain assets that the Company owns, or to assume credit exposure on certain assets that the Company does not own. Payments are made to or received from the counterparty at specified intervals. In the event of a default on the underlying credit exposure, the Company will either receive a payment (purchased credit protection) or will be required to make a payment (sold credit protection) equal to the par minus recovery value of the swap contract. The Company utilizes these contracts in non-qualifying hedging relationships.

*Total return swaps:* The Company uses total return swaps as a hedge against a decrease in variable annuity account values, which are invested in certain indices. Using total return swaps, the Company agrees with another party to exchange, at specified intervals, the difference between the economic risk and reward of assets or a market index and the LIBOR rate, calculated by reference to an agreed upon notional principal amount. No cash is exchanged at the onset of the contracts. Cash is paid and received over the life of the contract based upon the terms of the swaps. The Company utilizes these contracts in non-qualifying hedging relationships.

*Currency forwards:* The Company uses currency forward contracts to hedge policyholder liabilities associated with the variable annuity contracts which are linked to foreign indices. The currency fluctuations may result in a decrease in account values, which would increase the possibility of the Company incurring an expense for guaranteed benefits in excess of account values. The Company utilizes these contracts in non-qualifying hedging relationships.

*Forwards:* The Company uses forward contracts to hedge certain invested assets against movement in interest rates, particularly mortgage rates. The Company uses To Be Announced mortgage-backed securities as an economic hedge against rate movements. The Company utilizes forward contracts in non-qualifying hedging relationships.

*Futures:* Futures contracts are used to hedge against a decrease in certain equity indices. Such decreases may result in a decrease in variable annuity account values which would increase the possibility of the Company incurring an expense for guaranteed benefits in excess of account values. The Company also uses futures contracts as a hedge against an increase in certain equity indices. Such increases may result in increased payments to the holders of the FIA contracts. The Company enters into exchange traded futures with regulated futures commissions that are members of the exchange. The Company also posts initial and variation margins with the exchange on a daily basis. The Company utilizes exchange-traded futures in non-qualifying hedging relationships.

*Swaptions:* A swaption is an option to enter into a swap with a forward starting effective date. The Company uses swaptions to hedge the interest rate exposure associated with the minimum crediting rate and book value guarantees embedded in the retirement products that the Company offers. Increases in interest rates will generate losses on assets that are backing such liabilities. In certain instances, the Company locks in the economic impact of existing purchased swaptions by entering into offsetting written swaptions. Swaptions are also used to hedge against an increase in the interest rate benchmarked crediting strategies within FIA contracts. Such increases may result in increased payments to contract holders of FIA contracts and the interest rate swaptions offset this increased exposure. The Company pays a premium when it purchases the swaption. The Company utilizes these contracts in non-qualifying hedging relationships.

*Options:* The Company uses put options to manage the equity, interest rate and equity volatility risk of the economic liabilities associated with certain variable annuity minimum guaranteed benefits. The Company also uses call options to hedge against an increase in various equity indices. Such increases may result in increased payments to the holders of the FIA contracts. The Company pays an upfront premium to purchase these options. The Company utilizes these options in non-qualifying hedging relationships.

*Variance swaps:* The Company uses variance swaps to manage equity volatility risk on the economic liabilities associated with certain minimum guaranteed living benefits and to mitigate certain rebalancing costs resulting from increased volatility. An increase in the equity volatility results in a higher valuations of such liabilities. In an equity variance swap, the Company agrees with another party to exchange amounts in the future, based on the changes in equity volatility over a defined period. The Company utilizes equity variance swaps in non-qualifying hedging relationships.

*Embedded derivatives:* The Company also invests in certain fixed maturity instruments and has issued certain annuity products that contain embedded derivatives whose market value is at least partially determined by, among other things, levels of or changes in domestic and/or foreign interest rates (short-term or long-term), exchange rates, prepayment rates, equity rates, or credit ratings/spreads. In addition, the Company has entered into coinsurance with funds withheld arrangements, which contain embedded derivatives.

The Company's use of derivatives is limited mainly to economic hedging to reduce the Company's exposure to cash flow variability of assets and liabilities, interest rate risk, credit risk, exchange rate risk and market risk. It is the Company's policy not to offset amounts recognized for derivative instruments and amounts recognized for the right to reclaim cash collateral or the obligation to return cash collateral arising from derivative instruments executed with the same counterparty under a master netting arrangement, which provides the Company with the legal right of offset.

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The notional amounts and fair values of derivatives were as follows as of the dates indicated:

	December 31, 2014			December 31, 2013		
	Notional Amount	Asset Fair Value	Liability Fair Value	Notional Amount	Asset Fair Value	Liability Fair Value
<b>Derivatives: Qualifying for hedge accounting<sup>(1)</sup></b>						
Cash flow hedges:						
Interest rate contracts	\$ 7.7	\$ 0.4	\$ —	\$ 7.7	\$ —	\$ 0.1
Foreign exchange contracts	57.1	7.9	—	57.1	1.8	0.7
Fair value hedges:						
Interest rate contracts	299.1	2.1	7.8	365.6	4.8	9.7
<b>Derivatives: Non-qualifying for hedge accounting<sup>(1)</sup></b>						
Interest rate contracts	23,792.7	434.2	98.5	26,485.1	193.0	651.4
Foreign exchange contracts	1,032.0	22.5	8.2	903.8	7.2	17.8
Equity contracts	20,610.5	420.2	209.8	11,304.7	131.0	52.2
Credit contracts	1,220.0	4.1	16.3	220.0	4.6	—
<b>Embedded derivatives:</b>						
Within fixed maturity investments	N/A	26.2	—	N/A	28.9	—
Within annuity products	N/A	—	3,488.8	N/A	—	2,594.5
Within reinsurance agreements	N/A	9.6	211.0	N/A	(8.4)	(38.0)
Total		<u>\$ 927.2</u>	<u>\$ 4,040.4</u>		<u>\$ 362.9</u>	<u>\$ 3,288.4</u>

N/A - Not Applicable

<sup>(1)</sup> Open derivative contracts are reported as Derivatives assets or liabilities on the Balance Sheets at fair value.

Based on the notional amounts, a substantial portion of the Company's derivative positions was not designated or did not qualify for hedge accounting as part of a hedging relationship as of December 31, 2014 and 2013. The Company utilizes derivative contracts mainly to hedge exposure to variability in cash flows, interest rate risk, credit risk, foreign exchange risk and equity market risk. The majority of derivatives used by the Company are designated as product hedges, which hedge the exposure arising from insurance liabilities or guarantees embedded in the contracts the Company offers through various product lines. These derivatives do not qualify for hedge accounting as they do not meet the criteria of being "highly effective" as outlined in ASC Topic 815, but do provide an economic hedge, which is in line with the Company's risk management objectives. The Company also uses derivatives contracts to hedge its exposure to various risks associated with the investment portfolio. The Company does not seek hedge accounting treatment for certain of these derivatives as they generally do not qualify for hedge accounting due to the criteria required under the portfolio hedging rules outlined in ASC Topic 815. The Company also uses credit default swaps coupled with other investments in order to produce the investment characteristics of otherwise permissible investments that do not qualify as effective accounting hedges under ASC Topic 815.

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Although the Company has not elected to net its derivative exposures, the notional amounts and fair values of Over-The-Counter ("OTC") and cleared derivatives excluding exchange traded contracts and forward contracts (To Be Announced mortgage-backed securities) are presented in the tables below as of the dates indicated:

	<b>December 31, 2014</b>		
	<b>Notional Amount</b>	<b>Asset Fair Value</b>	<b>Liability Fair Value</b>
Credit contracts	\$ 1,220.0	\$ 4.1	\$ 16.3
Equity contracts	13,184.3	317.1	201.7
Foreign exchange contracts	1,089.1	30.4	8.2
Interest rate contracts	24,099.5	436.7	106.3
		788.3	332.5
Counterparty netting <sup>(1)</sup>		(311.1)	(311.1)
Cash collateral netting <sup>(1)</sup>		(267.3)	(19.3)
Securities collateral netting <sup>(1)</sup>		(130.4)	(2.1)
Net receivables/payables		\$ 79.5	\$ —

<sup>(1)</sup> Represents the netting of receivable balances with payable balances, net of collateral, for the same counterparty under eligible netting agreements.

	<b>December 31, 2013</b>		
	<b>Notional Amount</b>	<b>Asset Fair Value</b>	<b>Liability Fair Value</b>
Credit contracts	\$ 220.0	\$ 4.6	\$ —
Equity contracts	4,225.3	129.1	31.7
Foreign exchange contracts	960.9	9.0	18.5
Interest rate contracts	26,858.5	197.8	661.2
		340.5	711.4
Counterparty netting <sup>(1)</sup>		(283.5)	(283.5)
Cash collateral netting <sup>(1)</sup>		(37.4)	—
Securities collateral netting <sup>(1)</sup>		(8.8)	(350.0)
Net receivables/payables		\$ 10.8	\$ 77.9

<sup>(1)</sup> Represents the netting of receivable balances with payable balances, net of collateral, for the same counterparty under eligible netting agreements.

### *Collateral*

Under the terms of the OTC Derivative International Swaps and Derivatives Association, Inc. ("ISDA") agreements, the Company may receive from, or deliver to, counterparties collateral to assure that terms of the ISDA agreements will be met with regard to the Credit Support Annex ("CSA"). The terms of the CSA call for the Company to pay interest on any cash received equal to the Federal Funds rate. To the extent cash collateral is received and delivered, it is included in Payables under securities loan agreements, including collateral held and Short-term investments under securities loan agreements, including collateral delivered, respectively, on the Balance Sheets and is reinvested in short-term investments. Collateral held is used in accordance with the CSA to satisfy any obligations. Investment grade bonds owned by the Company are the source of noncash collateral posted, which is reported in Securities pledged on the Balance Sheets. As of December 31, 2014, the Company held \$268.5 of net cash collateral and pledged \$5.8 of net cash collateral related to OTC derivative contracts and cleared derivative contracts, respectively. As of December 31, 2013, the Company held \$35.2 and \$12.3 of net cash collateral related to OTC derivative contracts and cleared derivative contracts, respectively. In addition, as of December 31, 2014, the Company delivered \$505.6 of securities and held \$130.5 of securities as collateral. As of December 31, 2013, the Company delivered \$830.7 of securities and held \$20.4 of securities as collateral.

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Net realized gains (losses) on derivatives were as follows for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
<b>Derivatives: Qualifying for hedge accounting<sup>(1)</sup>:</b>			
Cash flow hedges:			
Interest rate contracts	\$ 0.2	\$ — * \$	—
Foreign exchange contracts	0.7	0.2	—
Fair value hedges:			
Interest rate contracts	(12.9)	15.6	—
<b>Derivatives: Non-qualifying for hedge accounting<sup>(2)</sup>:</b>			
Interest rate contracts	797.0	(920.0)	121.6
Foreign exchange contracts	91.8	53.6	2.4
Equity contracts	(911.4)	(2,204.2)	(1,779.3)
Credit contracts	0.8	4.6	1.3
<b>Embedded derivatives:</b>			
Within fixed maturity investments <sup>(2)</sup>	(2.7)	(24.3)	(4.2)
Within annuity products <sup>(2)</sup>	(708.4)	961.7	202.9
Within reinsurance agreements <sup>(3)</sup>	(231.1)	311.3	50.9
<b>Total</b>	<b>\$ (976.0)</b>	<b>\$ (1,801.5)</b>	<b>\$ (1,404.4)</b>

\* Less than \$0.1.

<sup>(1)</sup> Changes in value for effective fair value hedges are recorded in Other net realized capital gains (losses). Changes in fair value upon disposal for effective cash flow hedges are amortized through Net investment income and the ineffective portion is recorded in Other net realized capital gains (losses) in the Statements of Operations. For the years ended December 31, 2014, 2013 and 2012, ineffective amounts were immaterial.

<sup>(2)</sup> Changes in value are included in Other net realized capital gains (losses) in the Statements of Operations.

<sup>(3)</sup> Changes in value are included in Interest credited and other benefits to contract owners/policyholders in the Statements of Operations.

*Credit Default Swaps*

The Company has entered into various credit default swaps. When credit default swaps are sold, the Company assumes credit exposure to certain assets that it does not own. Credit default swaps may also be purchased to reduce credit exposure in the Company's portfolio. Credit default swaps involve a transfer of credit risk from one party to another in exchange for periodic payments. As of December 31, 2014, the fair values of credit default swaps of \$4.1 and \$16.3 were included in Derivatives assets and Derivatives liabilities respectively, on the Balance Sheets. As of December 31, 2013, the fair value of credit default swaps of \$4.6 was included in Derivatives assets, and there were no credit default swaps included in Derivatives liabilities on the Balance Sheets. As of December 31, 2014 and 2013, the maximum potential future exposure to the Company was \$220.0 on credit default swaps. These instruments are typically written for a maturity period of five years and contain no recourse provisions. If the Company's current debt and claims paying ratings were downgraded in the future, the terms in the Company's derivative agreements may be triggered, which could negatively impact overall liquidity.

#### **4. Fair Value Measurements**

##### *Fair Value Measurement*

The Company categorizes its financial instruments into a three-level hierarchy based on the priority of the inputs to the valuation technique, pursuant to ASU 2011-04, "Fair Value Measurements (ASC Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP" ("ASU 2011-04"). The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure fair value fall within different levels of the hierarchy, the category level is based on the lowest priority level input that is significant to the fair value measurement of the instrument. Financial assets and liabilities recorded at fair value on the Balance Sheets are categorized as follows:

- Level 1 - Unadjusted quoted prices for identical assets or liabilities in an active market. The Company defines an active market as a market in which transactions take place with sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2 - Quoted prices in markets that are not active or valuation techniques that require inputs that are observable either directly or indirectly for substantially the full term of the asset or liability. Level 2 inputs include the following:
  - a) Quoted prices for similar assets or liabilities in active markets;
  - b) Quoted prices for identical or similar assets or liabilities in non-active markets;
  - c) Inputs other than quoted market prices that are observable; and
  - d) Inputs that are derived principally from or corroborated by observable market data through correlation or other means.
- Level 3 - Prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These valuations, whether derived internally or obtained from a third party, use critical assumptions that are not widely available to estimate market participant expectations in valuing the asset or liability.

When available, the estimated fair value of financial instruments is based on quoted prices in active markets that are readily and regularly obtainable. When quoted prices in active markets are not available, the determination of estimated fair value is based on market standard valuation methodologies, including discounted cash flow methodologies, matrix pricing, or other similar techniques.

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The following table presents the Company's hierarchy for its assets and liabilities measured at fair value on a recurring basis as of December 31, 2014:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Assets:</b>				
Fixed maturities, including securities pledged:				
U.S. Treasuries	\$ 916.6	\$ 9.5	\$ —	\$ 926.1
U.S. Government agencies and authorities	—	83.4	—	83.4
U.S. corporate, state and municipalities	—	12,298.8	314.0	12,612.8
Foreign <sup>(1)</sup>	—	5,528.5	147.3	5,675.8
Residential mortgage-backed securities	—	2,019.2	31.3	2,050.5
Commercial mortgage-backed securities	—	1,627.5	—	1,627.5
Other asset-backed securities	—	300.0	0.9	300.9
Total fixed maturities, including securities pledged	916.6	21,866.9	493.5	23,277.0
Equity securities, available-for-sale	6.7	—	—	6.7
<b>Derivatives:</b>				
Interest rate contracts	—	436.7	—	436.7
Foreign exchange contracts	—	30.4	—	30.4
Equity contracts	103.1	285.9	31.2	420.2
Credit contracts	—	4.1	—	4.1
Embedded derivative on reinsurance	—	9.6	—	9.6
Cash and cash equivalents, short-term investments and short-term investments under securities loan agreements	1,277.5	—	1.8	1,279.3
Assets held in separate accounts	38,547.7	—	—	38,547.7
Total assets	<u>\$ 40,851.6</u>	<u>\$ 22,633.6</u>	<u>\$ 526.5</u>	<u>\$ 64,011.7</u>
<b>Liabilities:</b>				
<b>Derivatives:</b>				
Annuity product guarantees:				
FIA	\$ —	\$ —	\$ 1,924.4	\$ 1,924.4
GMAB / GMWB / GMWBL	—	—	1,564.4	1,564.4
<b>Other derivatives:</b>				
Interest rate contracts	—	106.3	—	106.3
Foreign exchange contracts	—	8.2	—	8.2
Equity contracts	8.1	201.7	—	209.8
Credit contracts	—	16.3	—	16.3
Embedded derivative on reinsurance	—	211.0	—	211.0
Total liabilities	<u>\$ 8.1</u>	<u>\$ 543.5</u>	<u>\$ 3,488.8</u>	<u>\$ 4,040.4</u>

<sup>(1)</sup> Primarily U.S. dollar denominated

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The following table presents the Company's hierarchy for its assets and liabilities measured at fair value on a recurring basis as of December 31, 2013:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Assets:</b>				
Fixed maturities, including securities pledged:				
U.S. Treasuries	\$ 1,847.4	\$ 9.4	\$ —	\$ 1,856.8
U.S. Government agencies and authorities	—	98.1	4.2	102.3
U.S. corporate, state and municipalities	—	10,598.0	90.4	10,688.4
Foreign <sup>(1)</sup>	—	5,370.1	24.6	5,394.7
Residential mortgage-backed securities	—	2,224.5	27.6	2,252.1
Commercial mortgage-backed securities	—	1,615.3	—	1,615.3
Other asset-backed securities	—	518.5	22.0	540.5
Total fixed maturities, including securities pledged	1,847.4	20,433.9	168.8	22,450.1
Equity securities, available-for-sale	6.1	—	—	6.1
<b>Derivatives:</b>				
Interest rate contracts	—	197.8	—	197.8
Foreign exchange contracts	—	9.0	—	9.0
Equity contracts	1.9	72.1	57.0	131.0
Credit contracts	—	4.6	—	4.6
Embedded derivative on reinsurance	—	(8.4)	—	(8.4)
Cash and cash equivalents, short-term investments and short-term investments under securities loan agreements	1,123.6	5.0	—	1,128.6
Assets held in separate accounts	42,008.3	—	—	42,008.3
<b>Total assets</b>	<b>\$ 44,987.3</b>	<b>\$ 20,714.0</b>	<b>\$ 225.8</b>	<b>\$ 65,927.1</b>
<b>Liabilities:</b>				
<b>Derivatives:</b>				
Annuity product guarantees:				
FIA	\$ —	\$ —	\$ 1,693.5	\$ 1,693.5
GMAB / GMWB / GMWBL	—	—	901.0	901.0
<b>Other derivatives:</b>				
Interest rate contracts	—	661.2	—	661.2
Foreign exchange contracts	—	18.5	—	18.5
Equity contracts	20.5	31.7	—	52.2
Credit contracts	—	—	—	—
Embedded derivative on reinsurance	—	(38.0)	—	(38.0)
<b>Total liabilities</b>	<b>\$ 20.5</b>	<b>\$ 673.4</b>	<b>\$ 2,594.5</b>	<b>\$ 3,288.4</b>

<sup>(1)</sup> Primarily U.S. dollar denominated

*Valuation of Financial Assets and Liabilities at Fair Value*

Certain assets and liabilities are measured at estimated fair value on the Company's Balance Sheets. The Company defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an "exit price") in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The exit price and the transaction (or entry) price will be the same at initial recognition in many circumstances. However, in certain cases, the transaction price may not represent fair value. The fair value of a liability is based on the amount that would be paid to transfer a liability to a third-party with an equal credit standing. Fair value is required to be a market-based measurement that is

determined based on a hypothetical transaction at the measurement date, from a market participant's perspective. The Company considers three broad valuation techniques when a quoted price is unavailable: (i) the market approach, (ii) the income approach and (iii) the cost approach. The Company determines the most appropriate valuation technique to use, given the instrument being measured and the availability of sufficient inputs. The Company prioritizes the inputs to fair valuation techniques and allows for the use of unobservable inputs to the extent that observable inputs are not available.

The Company utilizes a number of valuation methodologies to determine the fair values of its financial assets and liabilities in conformity with the concepts of "exit price" and the fair value hierarchy as prescribed in ASC Topic 820. Valuations are obtained from third party commercial pricing services, brokers and industry-standard, vendor-provided software that models the value based on market observable inputs. The valuations obtained from third-party commercial pricing services are non-binding. The Company reviews the assumptions and inputs used by third-party commercial pricing services for each reporting period in order to determine an appropriate fair value hierarchy level. The documentation and analysis obtained from third-party commercial pricing services are reviewed by the Company, including in-depth validation procedures confirming the observability of inputs. The valuations are reviewed and validated monthly through the internal valuation committee price variance review, comparisons to internal pricing models, back testing to recent trades or monitoring of trading volumes.

The following valuation methods and assumptions were used by the Company in estimating the reported values for the investments and derivatives described below:

*Fixed maturities:* The fair values for the actively traded marketable bonds are determined based upon the quoted market prices and are classified as Level 1 assets. Assets in this category would primarily include certain U.S. Treasury securities. The fair values for marketable bonds without an active market are obtained through several commercial pricing services which provide the estimated fair values and are classified as Level 2 assets. These services incorporate a variety of market observable information in their valuation techniques, including benchmark yields, broker-dealer quotes, credit quality, issuer spreads, bids, offers and other reference data. This category includes U.S. and foreign corporate bonds, ABS, U.S. agency and government guaranteed securities, CMBS and RMBS, including certain CMO assets.

Generally, the Company does not obtain more than one vendor price from pricing services per instrument. The Company uses a hierarchy process in which prices are obtained from a primary vendor and, if that vendor is unable to provide the price, the next vendor in the hierarchy is contacted until a price is obtained or it is determined that a price cannot be obtained from a commercial pricing service. When a price cannot be obtained from a commercial pricing service, independent broker quotes are solicited. Securities priced using independent broker quotes are classified as Level 3.

Broker quotes and prices obtained from pricing services are reviewed and validated through an internal valuation committee price variance review, comparisons to internal pricing models, back testing to recent trades, or monitoring of trading volumes. As of December 31, 2014, \$467.8 and \$18.1 billion of a total fair value of \$23.3 billion in fixed maturities, including securities pledged, were valued using unadjusted broker quotes and unadjusted prices obtained from pricing services, respectively and verified through the review process. The remaining balance in fixed maturities consisted primarily of privately placed bonds valued using a matrix-based pricing. As of December 31, 2013, \$110.5 and \$17.4 billion of a total fair value of \$22.5 billion in fixed maturities, including securities pledged, were valued using unadjusted broker quotes and unadjusted prices obtained from pricing services, respectively and verified through the review process. The remaining balance in fixed maturities consisted primarily of privately placed bonds valued using a matrix-based pricing.

All prices and broker quotes obtained go through the review process described above including valuations for which only one broker quote is obtained. After review, for those instruments where the price is determined to be appropriate, the unadjusted price provided is used for financial statement valuation. If it is determined that the price is questionable, another price may be requested from a different vendor. The internal valuation committee then reviews all prices for the instrument again, along with information from the review, to determine which price best represents "exit price" for the instrument.

Fair values of privately placed bonds are determined primarily using a matrix-based pricing model and are generally classified as Level 2 assets. The model considers the current level of risk-free interest rates, current corporate spreads, the credit quality of the issuer and cash flow characteristics of the security. Also considered are factors such as the net worth of the borrower, the value of collateral, the capital structure of the borrower, the presence of guarantees and the Company's evaluation of the borrower's

ability to compete in its relevant market. Using this data, the model generates estimated market values which the Company considers reflective of the fair value of each privately placed bond.

*Equity securities, available-for-sale:* Fair values of publicly traded equity securities are based upon quoted market price and are classified as Level 1 assets. Other equity securities, typically private equities or equity securities not traded on an exchange, are valued by other sources such as analytics or brokers and are classified as Level 2 or Level 3 assets.

*Derivatives:* Derivatives are carried at fair value which is determined using the Company's derivative accounting system in conjunction with observable key financial data from third party sources, such as yield curves, exchange rates, S&P 500 Index prices, London Interbank Offered Rates ("LIBOR") and Overnight Index Swap ("OIS") rates. In June 2012, the Company began using OIS rather than LIBOR for valuations of collateralized interest rate derivatives, which are obtained from third-party sources. For those derivatives that are unable to be valued by the accounting system, the Company typically utilizes values established by third-party brokers. Counterparty credit risk is considered and incorporated in the Company's valuation process through counterparty credit rating requirements and monitoring of overall exposure. It is the Company's policy to transact only with investment grade counterparties with a credit rating of A- or better. The Company's nonperformance risk is also considered and incorporated in the Company's valuation process. Valuations for the Company's futures and interest rate forward contracts are based on unadjusted quoted prices from an active exchange and, therefore, are classified as Level 1. The Company also has certain credit default swaps and options that are priced using models that primarily use market observable inputs, but contain inputs that are not observable to market participants, which have been classified as Level 3. However, all other derivative instruments, including those priced by third-party vendors, are valued based on market observable inputs and are classified as Level 2.

*Cash and cash equivalents, Short-term investments and Short-term investments under securities loan agreement:* The carrying amounts for cash reflect the assets' fair values. The fair values for cash equivalents and most short-term investments are determined based on quoted market prices. These assets are classified as Level 1. Other short-term investments are valued and classified in the fair value hierarchy consistent with the policies described herein, depending on investment type.

*Assets held in separate accounts:* Assets held in separate accounts are reported at the quoted fair values of the underlying investments in the separate accounts. The underlying investments include mutual funds, short-term investments and cash, the valuations of which are based upon a quoted market price and are included in Level 1. Fixed maturity valuations are obtained from third-party commercial pricing services and brokers and are classified in the fair value hierarchy consistent with the policy described above for fixed maturities.

*Product guarantees:* The Company records reserves for annuity contracts containing GMAB, GMWB and GMWBL riders. The guarantee is an embedded derivative and is required to be accounted for separately from the host variable annuity contract. The fair value of the obligation is calculated based on actuarial and capital market assumptions related to the projected cash flows, including benefits and related contract charges, over the anticipated life of the related contracts. The cash flow estimates are produced by using stochastic techniques under a variety of market return scenarios and other market implied assumptions. These derivatives are classified as Level 3 liabilities in the fair value hierarchy.

The Company records an embedded derivative liability for its FIA contracts for interest payments to contract holders above the growth in the minimum guaranteed contract value. The guarantee is treated as an embedded derivative and is required to be accounted for separately from the host contract. The fair value of the obligation is calculated based on actuarial and capital market assumptions related to the projected cash flows, including benefits and related contract charges, over the anticipated life of the related contracts. The cash flow estimates are produced by market implied assumptions. These derivatives are classified as Level 3 liabilities in the fair value hierarchy.

The discount rate used to determine the fair value of the Company's GMAB, GMWB, GMWBL and FIA embedded derivative liabilities includes an adjustment to reflect nonperformance risk. The nonperformance risk adjustment incorporates a blend of observable, similarly rated peer holding company credit default swap spreads, adjusted to reflect the credit quality of the Company, the issuer of the guarantee, as well as an adjustment to reflect the priority of policyholder claims.

The Company's valuation actuaries are responsible for the policies and procedures for valuing the embedded derivatives, reflecting the capital markets and actuarial valuation inputs and nonperformance risk in the estimate of the fair value of the embedded derivatives. The actuarial and capital market assumptions for each liability are approved by each product's Chief Risk Officer

("CRO"), including an independent annual review by the CRO. Models used to value the embedded derivatives must comply with the Company's governance policies.

Quarterly, an attribution analysis is performed to quantify changes in fair value measurements and a sensitivity analysis is used to analyze the changes. The changes in fair value measurements are also compared to corresponding movements in the hedge target to assess the validity of the attributions. The results of the attribution analysis are reviewed by the valuation actuaries, responsible CFOs, Controllers, CROs and/or others as nominated by management.

*Embedded derivative on reinsurance:* The carrying value of the embedded derivative is estimated based upon the change in the fair value of the assets supporting the funds withheld payable under reinsurance agreements. As the fair value of the assets held in trust is based on a quoted market price (Level 1), the fair value of the embedded derivative is based on market observable inputs and is classified as Level 2.

*Transfers in and out of Level 1 and 2*

There were no securities transferred between Level 1 and Level 2 for the years ended December 31, 2014 and 2013. The Company's policy is to recognize transfers in and transfers out as of the beginning of the reporting period.

*Level 3 Financial Instruments*

The fair values of certain assets and liabilities are determined using prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement (i.e., Level 3 as defined by ASC Topic 820), including but not limited to liquidity spreads for investments within markets deemed not currently active. These valuations, whether derived internally or obtained from a third party, use critical assumptions that are not widely available to estimate market participant expectations in valuing the asset or liability. In addition, the Company has determined, for certain financial instruments, an active market is such a significant input to determine fair value that the presence of an inactive market may lead to classification in Level 3. In light of the methodologies employed to obtain the fair values of financial assets and liabilities classified as Level 3, additional information is presented below.

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The following table summarizes the change in fair value of the Company's Level 3 assets and liabilities and transfers in and out of Level 3 for the year ended December 31, 2014:

	Total Realized/ Unrealized Gains (Losses) Included in:				Purchases	Issuances	Sales	Settlements	Transfers in to Level 3 <sup>(3)</sup>	Transfers out of Level 3 <sup>(3)</sup>	Fair Value as of December 31	Change In Unrealized Gains (Losses) Included in Earnings <sup>(4)</sup>
	Fair Value as of January 1	Net Income	OCI									
Fixed maturities, including securities pledged:												
U.S. Government agencies and authorities	\$ 4.2	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (4.2)	\$ —	\$ —
U.S. corporate, state and municipalities	90.4	(0.2)	(3.7)	77.9	—	—	—	(44.1)	193.7	—	314.0	(0.3)
Foreign <sup>(1)</sup>	24.6	(0.1)	(7.8)	24.0	—	—	—	(8.5)	122.8	(7.7)	147.3	(0.1)
Residential mortgage-backed securities	27.6	(2.3)	0.5	2.9	—	—	—	(1.5)	8.8	(4.7)	31.3	(2.2)
Other asset-backed securities	22.0	3.2	(2.9)	—	—	—	—	(15.2)	—	(6.2)	0.9	—
Total fixed maturities, including securities pledged	168.8	0.6	(13.9)	104.8	—	—	—	(69.3)	325.3	(22.8)	493.5	(2.6)
Equity securities, available-for-sale	—	(0.3)	0.3	—	—	—	—	—	—	—	—	(0.3)
Derivatives:												
Annuity product guaranties:												
FIA <sup>(2)</sup>	(1,693.5)	(195.5)	—	—	(166.2)	—	130.8	—	—	—	(1,924.4)	—
GMWB/GMAB/GMWBL <sup>(2)</sup>	(901.0)	(512.9)	—	—	(151.2)	—	0.7	—	—	—	(1,564.4)	—
Other derivatives, net:	57.0	31.6	—	22.7	—	—	(80.1)	—	—	—	31.2	(25.8)
Cash and cash equivalents, short-term investments, and short-term investments under securities loan agreement												
	—	—	—	1.8	—	—	—	—	—	—	1.8	—

<sup>(1)</sup> Primarily U.S. dollar denominated

<sup>(2)</sup> All gains and losses on Level 3 liabilities are classified as realized gains (losses) for the purpose of this disclosure because it is impracticable to track realized and unrealized gains (losses) separately on a contract-by-contract basis. These amounts are included in Other net realized capital gains (losses) in the Statements of Operations.

<sup>(3)</sup> The Company's policy is to recognize transfers in and transfers out as of the beginning of the reporting period.

<sup>(4)</sup> For financial instruments still held as of December 31, amounts are included in Net investment income and Total net realized capital gains (losses) in the Statements of Operations.

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(Dollar amounts in millions, unless otherwise stated)

The following table summarizes the change in fair value of the Company's Level 3 assets and liabilities and transfers in and out of Level 3 for the year ended December 31, 2013:

	Total Realized/ Unrealized Gains (Losses) Included in:					Purchases	Issuances	Sales	Settlements	Transfers in to Level 3 <sup>(3)</sup>	Transfers out of Level 3 <sup>(3)</sup>	Fair Value as of December 31	Change In Unrealized Gains (Losses) Included in Earnings <sup>(4)</sup>	
	Fair Value as of January 1	Net Income	OCI											
Fixed maturities, including securities pledged:														
U.S. Government agencies and authorities	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—
U.S. corporate, state and municipalities	113.6	(0.2)	(0.7)		—		—		(18.2)	0.7	(4.8)	90.4	(0.2)	
Foreign <sup>(1)</sup>	20.9	—	(0.4)		13.1		—	(1.1)	(13.4)	5.5	—	24.6	—	
Residential mortgage-backed securities	24.2	(0.5)	(0.5)		15.3		—	(0.2)	—	—	(10.7)	27.6	(0.5)	
Other asset-backed securities	78.2	6.4	(2.9)		—		—	(36.4)	(7.7)	—	(15.6)	22.0	2.3	
Total fixed maturities, including securities pledged	236.9	5.7	(4.5)		32.6		—	(37.7)	(39.3)	6.2	(31.1)	168.8	1.6	
Equity securities, available-for-sale	15.8	(0.2)	(0.2)		—		—	—	—	—	(15.4)	—	—	
Derivatives:														
Annuity product guarantees:														
FIA <sup>(2)</sup>	(1,393.8)	(275.7)	—		—		(108.2)	—	84.2	—	—	(1,693.5)	—	
GMWB/GMAB/GMWBL <sup>(2)</sup>	(2,004.0)	1,237.4	—		—		(134.9)	—	0.5	—	—	(901.0)	—	
Other derivatives, net:	11.7	98.4	—		20.7		—	—	(73.8)	—	—	57.0	28.1	
Cash and cash equivalents, short-term investments, and short-term investments under securities loan agreement														
	—	—	—		—		—	—	—	—	—	—	—	

<sup>(1)</sup> Primarily U.S. dollar denominated

<sup>(2)</sup> All gains and losses on Level 3 liabilities are classified as realized gains (losses) for the purpose of this disclosure because it is impracticable to track realized and unrealized gains (losses) separately on a contract-by-contract basis. These amounts are included in Other net realized capital gains (losses) in the Statements of Operations.

<sup>(3)</sup> The Company's policy is to recognize transfers in and transfers out as of the beginning of the reporting period.

<sup>(4)</sup> For financial instruments still held as of December 31, amounts are included in Net investment income and Total net realized capital gains (losses) in the Statements of Operations.

For the years ended December 31, 2014 and 2013, the transfers in and out of Level 3 for fixed maturities and equity securities, were due to the variation in inputs relied upon for valuation each quarter. Securities that are primarily valued using independent broker quotes when prices are not available from one of the commercial pricing services are reflected as transfers into Level 3. When securities are valued using more widely available information, the securities are transferred out of Level 3 and into Level 1 or 2, as appropriate.

The fair value of certain options and swap contracts are valued using observable inputs and were transferred from Level 3 to Level 2 during the year ended December 31, 2013.

*Significant Unobservable Inputs*

Quantitative information about the significant unobservable inputs used in the Company's Level 3 fair value measurements of its annuity product guarantees is presented in the following sections and table.

The Company's Level 3 fair value measurements of its fixed maturities, equity securities available-for-sale and equity and credit derivative contracts are primarily based on broker quotes for which the quantitative detail of the unobservable inputs is neither provided nor reasonably corroborated, thus negating the ability to perform a sensitivity analysis. The Company performs a review of broker quotes by performing a monthly price variance comparison and back tests broker quotes to recent trade prices.

Significant unobservable inputs used in the fair value measurements of GMABs, GMWBs and GMWBLs include long-term equity and interest rate implied volatility, correlations between the rate of return on policyholder funds and between interest rates and equity returns, nonperformance risk, mortality and policyholder behavior assumptions, such as benefit utilization, lapses and partial withdrawals. Such inputs are monitored quarterly.

Significant unobservable inputs used in the fair value measurements of FIAs include nonperformance risk and policyholder behavior assumptions, such as lapses and partial withdrawals. Such inputs are monitored quarterly.

Following is a description of selected inputs:

*Equity / Interest Rate Volatility:* A term-structure model is used to approximate implied volatility for the equity indices and swap rates for GMAB, GMWB and GMWBL fair value measurements. Where no implied volatility is readily available in the market, an alternative approach is applied based on historical volatility.

*Correlations:* Integrated interest rate and equity scenarios are used in GMAB, GMWB and GMWBL fair value measurements to better reflect market interest rates and interest rate volatility correlations between equity and fixed income fund groups and between equity fund groups and interest rates. The correlations are based on historical fund returns and swap rates from external sources.

*Nonperformance Risk:* For the estimate of the fair value of embedded derivatives associated with the Company's product guarantees, the Company uses a blend of observable, similarly rated peer company credit default swap spreads, adjusted to reflect the credit quality of the Company as well as adjustment to reflect the priority of policyholder claims.

*Actuarial Assumptions:* Management regularly reviews actuarial assumptions, which are based on the Company's experience and periodically reviewed against industry standards. Industry standards and Company experience may be limited on certain products.

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The following table presents the unobservable inputs for Level 3 fair value measurements as of December 31, 2014:

Unobservable Input	Range <sup>(1)</sup>		
	GMWB / GMWBL	GMAB	FIA
Long-term equity implied volatility	15% to 25%	15% to 25%	—
Interest rate implied volatility	0.2% to 16%	0.2% to 16%	—
Correlations between:			
Equity Funds	49% to 98%	49% to 98%	—
Equity and Fixed Income Funds	-38% to 62%	-38% to 62%	—
Interest Rates and Equity Funds	-32% to -4%	-32% to -4%	—
Nonperformance risk	0.13% to 1.10%	0.13% to 1.10%	0.13% to 1.10%
Actuarial Assumptions:			
Benefit Utilization	85% to 100% <sup>(2)</sup>	—	—
Partial Withdrawals	0% to 10%	0% to 10%	0% to 5%
Lapses	0.08% to 24% <sup>(3)(4)</sup>	0.08% to 31% <sup>(3)(4)</sup>	0% to 60% <sup>(3)</sup>
Mortality	— <sup>(5)</sup>	— <sup>(5)</sup>	— <sup>(6)</sup>

<sup>(1)</sup> Represents the range of reasonable assumptions that management has used in its fair value calculations.

<sup>(2)</sup> Those policyholders who have elected systematic withdrawals are assumed to continue taking withdrawals. As a percent of account value, 33% are taking systematic withdrawals. Of those policyholders who are not taking withdrawals, we assume that 85% will begin systematic withdrawals after a delay period. The utilization function varies by policyholder age and policy duration. Interactions with lapse and mortality also affect utilization. The utilization rate for GMWB and GMWBL tends to be lower for younger contract owners and contracts that have not reached their maximum accumulated GMWB and GMWBL benefit amount. There is also a lower utilization rate, though indirectly, for contracts that are less "in the money" (i.e., where the notional benefit amount is in excess of the account value) due to higher lapses. Conversely, the utilization rate tends to be higher for contract owners near or beyond retirement age and contracts that have accumulated their maximum GMWB or GMWBL benefit amount. There is also a higher utilization rate, though indirectly, for contracts which are highly "in the money". The chart below provides the GMWBL account value by current age group and average expected delay times from the associated attained age group as of December 31, 2014 (account value amounts are in \$ billions).

Attained Age Group	Account Values			Average Expected Delay (Years)*
	In the Money	Out of the Money	Total	
< 60	\$ 2.4	\$ 0.5	\$ 2.9	9.5
60-69	6.1	0.9	7.0	4.9
70+	5.0	0.5	5.5	3.1
	<u>\$ 13.5</u>	<u>\$ 1.9</u>	<u>\$ 15.4</u>	5.8

\* For population expected to withdraw in future. Excludes policies taking systematic withdrawals and 15% of policies the Company assumes will never withdraw.

<sup>(3)</sup> Lapse rates tend to be lower during the contractual surrender charge period and higher after the surrender charge period ends; the highest lapse rates occur in the year immediately after the end of the surrender charge period.

<sup>(4)</sup> The Company makes dynamic adjustments to lower the lapse rates for contracts that are more "in the money." The table below shows an analysis of policy account values according to whether they are in or out of the surrender charge period and to whether they are "in the money" or "out of the money" as of December 31, 2014 (account value amounts are in \$ billions).

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	Moneyiness	GMAB		GMWB/GMWBL			
		Account Value	Lapse Range	Account Value	Lapse Range		
During Surrender Charge Period							
	In the Money**	\$	— *	0.08% to 8.2%	\$	6.5	0.08% to 6.3%
	Out of the Money		— *	0.41% to 12%		1.1	0.36% to 7%
After Surrender Charge Period							
	In the Money**	\$	— *	2.5% to 21%	\$	7.2	1.7% to 21%
	Out of the Money		0.1	12% to 31%		1.4	5.6% to 24%

\* Less than \$0.1.

\*\* The low end of the range corresponds to policies that are highly "in the money." The high end of the range corresponds to the policies that are close to zero in terms of "in the moneyiness."

(5) The mortality rate is based on the Annuity 2000 Basic table with mortality improvements.

(6) The mortality rate is based on the 2012 Individual Annuity Mortality Basic table with mortality improvements.

The following table presents the unobservable inputs for Level 3 fair value measurements as of December 31, 2013:

Unobservable Input	Range <sup>(1)</sup>		
	GMWB / GMWBL	GMAB	FIA
Long-term equity implied volatility	15% to 25%	15% to 25%	—
Interest rate implied volatility	0.2% to 16%	0.2% to 16%	—
Correlations between:			
Equity Funds	50% to 98%	50% to 98%	—
Equity and Fixed Income Funds	-33% to 62%	-33% to 62%	—
Interest Rates and Equity Funds	-30% to -14%	-30% to -14%	—
Nonperformance risk	-0.1% to 0.79%	-0.1% to 0.79%	-0.1% to 0.79%
Actuarial Assumptions:			
Benefit Utilization	85% to 100% <sup>(2)</sup>	—	—
Partial Withdrawals	0% to 10%	0% to 10%	0% to 2%
Lapses	0.08% to 40% <sup>(3)(4)</sup>	0.08% to 31% <sup>(3)(4)</sup>	0% to 53% <sup>(3)</sup>
Mortality	— <sup>(5)</sup>	— <sup>(5)</sup>	— <sup>(6)</sup>

<sup>(1)</sup> Represents the range of reasonable assumptions that management has used in its fair value calculations.

<sup>(2)</sup> Those policyholders who have elected systematic withdrawals are assumed to continue taking withdrawals. As a percent of account value, 30% are taking systematic withdrawals. Of those policyholders who are not taking withdrawals, we assume that 85% will begin systematic withdrawals after a delay period. The utilization function varies by policyholder age and policy duration. Interactions with lapse and mortality also affect utilization. The utilization rate for GMWB and GMWBL tends to be lower for younger contract owners and contracts that have not reached their maximum accumulated GMWB and GMWBL benefit amount. There is also a lower utilization rate, though indirectly, for contracts that are less "in the money" (i.e., where the notional benefit amount is in excess of the account value) due to higher lapses. Conversely, the utilization rate tends to be higher for contract owners near or beyond retirement age and contracts that have accumulated their maximum GMWB or GMWBL benefit amount. There is also a higher utilization rate, though indirectly, for contracts which are highly "in the money". The chart below provides the GMWBL account value by current age group and average expected delay times from the associated attained age group as of December 31, 2013 (account value amounts are in \$ billions).

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Attained Age Group	Account Values			Average Expected Delay (Years)*
	In the Money	Out of the Money	Total	
< 60	\$ 2.1	\$ 1.4	\$ 3.5	5.4
60-69	5.0	2.5	7.5	1.3
70+	3.9	1.3	5.2	—
	\$ 11.0	\$ 5.2	\$ 16.2	2.3

\* For population expected to withdraw in future. Excludes policies taking systematic withdrawals and 15% of policies the Company assumes will never withdraw.

<sup>(3)</sup> Lapse rates tend to be lower during the contractual surrender charge period and higher after the surrender charge period ends; the highest lapse rates occur in the year immediately after the end of the surrender charge period.

<sup>(4)</sup> The Company makes dynamic adjustments to lower the lapse rates for contracts that are more "in the money." The table below shows an analysis of policy account values according to whether they are in or out of the surrender charge period and to whether they are "in the money" or "out of the money" as of December 31, 2013 (account value amounts are in \$ billions).

	Moneyiness	GMAB		GMWB/GMWBL			
		Account Value	Lapse Range	Account Value	Lapse Range		
During Surrender Charge Period							
	In the Money**	\$	— *	0.08% to 8.2%	\$	5.5	0.08% to 5.5%
	Out of the Money		— *	0.41% to 12%		3.1	0.36% to 11%
After Surrender Charge Period							
	In the Money**	\$	— *	2.5% to 21%	\$	5.6	1.5% to 21%
	Out of the Money		0.1	12% to 31%		2.8	6.9% to 40%

\* Less than \$0.1.

\*\* The low end of the range corresponds to policies that are highly "in the money." The high end of the range corresponds to the policies that are close to zero in terms of "in the moneyiness."

<sup>(5)</sup> The mortality rate is based on the Annuity 2000 Basic table with mortality improvements.

<sup>(6)</sup> The mortality rate is based on the 2012 Individual Annuity Mortality Basic table with mortality improvements.

Generally, the following will cause an increase (decrease) in the GMAB, GMWB and GMWBL embedded derivative fair value liabilities:

- An increase (decrease) in long-term equity implied volatility
- An increase (decrease) in interest rate implied volatility
- An increase (decrease) in equity-interest rate correlations
- A decrease (increase) in nonperformance risk
- A decrease (increase) in mortality
- An increase (decrease) in benefit utilization
- A decrease (increase) in lapses

Changes in fund correlations may increase or decrease the fair value depending on the direction of the movement and the mix of funds. Changes in partial withdrawals may increase or decrease the fair value depending on the timing and magnitude of withdrawals.

Generally, the following will cause an increase (decrease) in the FIA embedded derivative fair value liability:

- A decrease (increase) in nonperformance risk
- A decrease (increase) in lapses

The Company notes the following interrelationships:

- Higher long-term equity implied volatility is often correlated with lower equity returns, which will result in higher in-the-moneyiness, which in turn, results in lower lapses due to the dynamic lapse component reducing the lapses. This increases the projected number of policies that are available to use the GMWBL benefit and may also increase the fair value of the GMWBL.

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- Generally, an increase (decrease) in benefit utilization will decrease (increase) lapses for GMWB and GMWBL.

*Other Financial Instruments*

The carrying values and estimated fair values of the Company's financial instruments as of the dates indicated:

	December 31, 2014		December 31, 2013	
	Carrying Value	Fair Value	Carrying Value	Fair Value
<b>Assets:</b>				
Fixed maturities, including securities pledged	\$ 23,277.0	\$ 23,277.0	\$ 22,450.1	\$ 22,450.1
Equity securities, available-for-sale	6.7	6.7	6.1	6.1
Mortgage loans on real estate	2,854.4	2,989.1	2,837.3	2,867.0
Policy loans	87.4	87.4	94.9	94.9
Limited partnerships/corporations	172.9	172.9	133.2	133.2
Cash, cash equivalents, short-term investments and short-term investments under securities loan agreements	1,279.3	1,279.3	1,128.6	1,128.6
Derivatives	891.4	891.4	342.4	342.4
Other investments	49.4	49.4	56.2	56.2
Deposits from affiliates	653.2	693.0	747.2	807.7
Embedded derivative on reinsurance	9.6	9.6	(8.4)	(8.4)
Assets held in separate accounts	38,547.7	38,547.7	42,008.3	42,008.3
<b>Liabilities:</b>				
<b>Investment contract liabilities:</b>				
Deferred annuities <sup>(1)</sup>	19,054.6	19,122.0	18,979.6	19,377.2
Funding agreements with fixed maturities and guaranteed investment contracts	961.3	936.2	1,530.5	1,499.3
Supplementary contracts, immediate annuities and other	1,296.7	1,404.5	681.2	682.3
<b>Derivatives:</b>				
<b>Annuity product guarantees:</b>				
FIA	1,924.4	1,924.4	1,693.5	1,693.5
GMAB/GMWB/GMWBL	1,564.4	1,564.4	901.0	901.0
Other derivatives	340.6	340.6	731.9	731.9
Long-term debt	435.0	545.6	435.0	471.2
Embedded derivative on reinsurance	211.0	211.0	(38.0)	(38.0)

<sup>(1)</sup> Certain amounts included in Deferred annuities are also reflected within the Annuity product guarantees section of the table above.

The following disclosures are made in accordance with the requirements of ASC Topic 825 which requires disclosure of fair value information about financial instruments, whether or not recognized at fair value on the Balance Sheets, for which it is practicable to estimate that value. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates, in many cases, could not be realized in immediate settlement of the instrument.

ASC Topic 825 excludes certain financial instruments, including insurance contracts and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Company.

The following valuation methods and assumptions were used by the Company in estimating the fair value of the following financial instruments, which are not carried at fair value on the Balance Sheets:

*Mortgage loans on real estate:* The fair values for mortgage loans on real estate are estimated on a monthly basis using discounted cash flow analyses and rates currently being offered in the marketplace for similar loans to borrowers with similar credit ratings. Loans with similar characteristics are aggregated for purposes of the calculations. Mortgage loans on real estate are classified as Level 3.

*Policy loans:* The fair value of policy loans approximates the carrying value of the loans. Policy loans are collateralized by the cash surrender value of the associated insurance contracts and are classified as Level 2.

*Limited partnerships/corporations:* The fair values for these investments, primarily private equity fund of funds and hedge funds, is based on actual or estimated Net Asset Value ("NAV") information as provided by the investee and are classified as Level 3.

*Other investments:* FHLB stock is carried at cost and periodically evaluated for impairment based on ultimate recovery of par value and is classified as Level 1.

*Deposits from affiliates:* Fair value is estimated based on the fair value of the liabilities for the underlying contracts, plus the fair value of the unamortized ceding allowance. The Fair value of the liabilities of the underlying contract is estimated based on the mean present value of stochastically modeled cash flows associated with the contract liabilities taking into account assumptions about contract holder behavior. The stochastic valuation scenario set is consistent with current market parameters and discount is taken using stochastically evolving short risk-free rates plus an adjustment for nonperformance risk. Margins for non-financial risks associated with the contract liabilities are also included. The fair value of the unamortized ceding allowance is based on the projected release ceding allowances and discounted at risk-free rates plus an adjustment for nonperformance risk. These liabilities are classified as Level 3.

*Investment contract liabilities:*

*Deferred annuities:* Fair value is estimated as the mean present value of stochastically modeled cash flows associated with the contract liabilities, taking into account assumptions about contract holder behavior. The stochastic valuation scenario set is consistent with current market parameters and discount is taken using stochastically evolving risk-free rates in the scenarios plus an adjustment for nonperformance risk. Margins for non-financial risks associated with the contract liabilities are also included. These liabilities are classified as Level 3.

*Funding agreements with fixed maturities and guaranteed investment contracts:* Fair value is estimated by discounting cash flows, including associated expenses for maintaining the contracts, at rates, that are risk-free rates plus an adjustment for nonperformance risk. These liabilities are classified as Level 2.

*Supplementary contracts and immediate annuities:* Fair value is estimated as the mean present value of the single deterministically modeled cash flows associated with the contract liabilities discounted using stochastically evolving short risk-free rates in the scenarios plus an adjustment for nonperformance risk. The valuation is consistent with current market parameters. Margins for non-financial risks associated with the contract liabilities are also included. These liabilities are classified as Level 3.

*Long-term debt:* Estimated fair value of the Company's notes to affiliates is based upon discounted future cash flows using a discount rate approximating the current market rate, incorporating nonperformance risk and is classified as Level 2.

Fair value estimates are made at a specific point in time, based on available market information and judgments about various financial instruments, such as estimates of timing and amounts of future cash flows. Such estimates do not reflect any premium or discount that could result from offering for sale at one time the Company's entire holdings of a particular financial instrument, nor do they consider the tax impact of the realization of unrealized capital gains (losses). In many cases, the fair value estimates cannot be substantiated by comparison to independent markets, nor can the disclosed value be realized in immediate settlement

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of the instruments. In evaluating the Company's management of interest rate, price and liquidity risks, the fair values of all assets and liabilities should be taken into consideration, not only those presented above.

**5. Deferred Policy Acquisition Costs and Value of Business Acquired**

Activity within DAC and VOBA was as follows for the periods indicated.

	<b>DAC</b>	<b>VOBA</b>	<b>Total</b>
Balance at January 1, 2012	\$ 3,326.5	\$ 46.1	\$ 3,372.6
Deferrals of commissions and expenses	107.8	—	107.8
Amortization:			
Amortization	(582.0)	(27.5)	(609.5)
Interest accrued <sup>(1)</sup>	262.7	3.1	265.8
Net amortization included in the Statements of Operations	(319.3)	(24.4)	(343.7)
Change in unrealized capital gains/losses on available-for-sale securities	(146.8)	6.7	(140.1)
Balance at December 31, 2012	2,968.2	28.4	2,996.6
Deferrals of commissions and expenses	99.7	—	99.7
Amortization:			
Amortization <sup>(2)</sup>	(1,681.3)	12.5	(1,668.8)
Interest accrued <sup>(1)</sup>	143.1	3.3	146.4
Net amortization included in the Statements of Operations	(1,538.2)	15.8	(1,522.4)
Change in unrealized capital gains/losses on available-for-sale securities	742.0	14.4	756.4
Balance at December 31, 2013	2,271.7	58.6	2,330.3
Deferrals of commissions and expenses	118.2	—	118.2
Amortization:			
Amortization	24.4	(12.2)	12.2
Interest accrued <sup>(1)</sup>	100.5	3.3	103.8
Net amortization included in the Statements of Operations	124.9	(8.9)	116.0
Change in unrealized capital gains/losses on available-for-sale securities	(301.9)	(10.6)	(312.5)
Balance at December 31, 2014	\$ 2,212.9	\$ 39.1	\$ 2,252.0

<sup>(1)</sup> Interest accrued at the following rates for VOBA: 2.0% to 5.8% during 2014, 1.0% to 6.0% during 2013 and 3.0% to 7.0% during 2012.

<sup>(2)</sup> Includes loss recognition for DAC and VOBA of \$305.0 and \$1.0, respectively.

The estimated amount of VOBA amortization expense, net of interest, is presented in the following table. Actual amortization incurred during these years may vary as assumptions are modified to incorporate actual results and/or changes in best estimates of future results.

<b>Year</b>	<b>Amount</b>
2015	\$ 10.0
2016	8.3
2017	7.6
2018	7.8
2019	8.0

## **6. Sales Inducements**

During the years ended December 31, 2014, 2013 and 2012, the Company capitalized \$28.4, \$27.4 and \$29.8, respectively, of sales inducements. During the years ended December 31, 2014, 2013 and 2012, the Company amortized \$(19.3), \$(472.0) and \$(303.1), respectively, of sales inducements. The unamortized balance of capitalized sales inducements was \$431.3 and \$482.2 as of December 31, 2014 and 2013, respectively.

## **7. Guaranteed Benefit Features**

While the Company ceased new sales of retail variable annuity products with substantial guarantee features in early 2010, its currently-sold retail variable annuity contracts with separate account options guarantee the contract owner a return of no less than (i) total deposits made to the contract less any partial withdrawals, (ii) total deposits made to the contract less any partial withdrawals plus a minimum return, or (iii) the highest contract value on a specified date minus any withdrawals. These guarantees include benefits that are payable in the event of death, annuitization or at specified dates.

The Company also offers optional guaranteed withdrawal benefit provisions on its indexed annuity products. This provision guarantees an annual withdrawal amount for life that is calculated as a percentage of the benefit base, which equals premium paid at the time of product issue, and can increase by a rollup percentage (mainly 7% or 6%, depending on versions of the benefit) or annual ratchet. The percentage used to determine the guaranteed annual withdrawal amount may vary by age at first withdrawal and depends on whether the benefit is for a single life, or joint lives.

The Company's major source of income from guaranteed benefit features is the base contract mortality, expense, and guaranteed death and living benefit rider fees charged to the contract owner, less the costs of administering the product and providing for the guaranteed death and living benefits.

The Company's retail variable annuity contracts offer one or more of the following guaranteed death and living benefits:

### *Guaranteed Minimum Death Benefits (GMDB)*

- *Standard:* Guarantees that, upon the death of the individual specified in the policy, the death benefit will be no less than the premiums paid by the customer, adjusted for withdrawals.
- *Ratchet:* Guarantees that, upon the death of the individual specified in the policy, the death benefit will be no less than the greater of (1) Standard or (2) the maximum policy anniversary (or quarterly) value of the variable annuity, adjusted for withdrawals.
- *Rollup:* Guarantees that, upon the death of the individual specified in the policy, the death benefit will be no less than the aggregate premiums paid by the contract owner, with interest at the contractual rate per annum, adjusted for withdrawals. The Rollup may be subject to a maximum cap on the total benefit.
- *Combo:* Guarantees that, upon the death of the individual specified in the policy, the death benefit will be no less than the greater of (1) Ratchet or (2) Rollup.

### *Guaranteed Minimum Living Benefits*

*Guaranteed Minimum Income Benefit (GMIB):* Guarantees a minimum income payout, exercisable only on a contract anniversary on or after a specified date, in most cases 10 years after purchase of the GMIB rider. The income payout is determined based on contractually established annuity factors multiplied by the benefit base. The benefit base equals the premium paid at the time of product issue and may increase over time based on a number of factors, including a rollup percentage (mainly 7% or 6% depending on the version of the benefit) and ratchet frequency subject to maximum caps which vary by product version (200%, 250% or 300% of initial premium).

*Guaranteed Minimum Withdrawal Benefit and Guaranteed Minimum Withdrawal Benefit for Life (GMWB/GMWBL):* Guarantees an annual withdrawal amount for a specified period of time (GMWB) or life (GMWBL) that is calculated as a percentage of the benefit base that equals premium paid at the time of product issue and may increase over time based on a number of factors, including a rollup percentage (mainly 7%, 6% or 0%, depending on versions of the benefit) and ratchet frequency (primarily annually or quarterly, depending on versions). The percentage used to determine the guaranteed annual withdrawal amount may vary by age at first withdrawal and depends on versions of the benefit. A joint life-time withdrawal benefit option was available to include coverage for spouses. Most versions of the withdrawal benefit included reset and/or step-up features that may increase the guaranteed withdrawal amount in certain conditions. Earlier versions of the withdrawal benefit guarantee that annual withdrawals of up to 7.0% of eligible premiums may be made until eligible premiums previously paid by the contract owner are returned, regardless of account value performance. Asset allocation requirements apply at all times where withdrawals are guaranteed for life.

*Guaranteed Minimum Accumulation Benefit (GMAB):* Guarantees that the account value will be at least 100% of the eligible premiums paid by the customer after 10 years, adjusted for withdrawals. We offered an alternative design that guaranteed the account value to be at least 200% of the eligible premiums paid by contract owners after 20 years.

The following assumptions and methodology were used to determine the guaranteed reserves for retail variable annuity contracts as of December 31, 2014 and 2013:

Area	Assumptions/Basis for Assumptions
Data used	Based on 1,000 investment performance scenarios.
Mean investment performance	<p>GMDB: The mean investment performance varies by fund group. In general, the Company groups all separate account returns into 6 fund groups and generate stochastic returns for each of these fund groups. The overall mean blended separate account return is 8.1%. The general account fixed portion is a small percentage of the overall total.</p> <p>GMIB: The overall blended mean is 8.1% based on a single fund group.</p> <p>GMAB / GMWB / GMWBL: Zero rate curve.</p>
Volatility	<p>GMDB: 15.8% for 2014 and 2013.</p> <p>GMIB: 15.8% for 2014 and 2013.</p> <p>GMAB / GMWB / GMWBL: Implied volatilities through the first 5 years and then a blend of implied and historical thereafter.</p>
Mortality	Depending on the type of benefit and gender, the Company uses Annuity 2000 basic table with mortality improvement through 2014, further adjusted for company experience.
Lapse rates	Vary by contract type, share class, time remaining in the surrender charge period and in-the-moneyness.
Discount rates	<p>GMDB / GMIB: 5.5% for 2014 and 2013.</p> <p>GMAB / GMWB / GMWBL: Zero rate curve plus adjustment for nonperformance risk.</p>

Variable annuity contracts containing guaranteed minimum death and living benefits expose the Company to equity risk. With a decline in the equity markets, the Company has exposure to increasing claims due to the guaranteed minimum benefits. On the other hand, with an increase in the equity markets, the Company's exposure to risks associated with the guaranteed minimum benefits generally decreases. In order to mitigate the risk associated with guaranteed death and living benefits, the Company enters into reinsurance agreements and derivative positions on various public market indices chosen to closely replicate contract owner variable fund returns.

The calculation of the GMDB, GMIB, GMAB, GMWB, and GMWBL liabilities assumes dynamic surrenders and dynamic utilization of the guaranteed living benefit feature.

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The liabilities for variable annuity contracts containing guaranteed minimum death and living benefits are recorded in separate account liabilities as follows as of December 31, 2014 and 2013. The separate account liabilities may include more than one type of guarantee. These liabilities are subject to the requirements for additional reserve liabilities under ASC Topic 944, which are recorded on the Balance Sheets in Future policy benefits and contract owner account balances. The paid and incurred amounts were as follows for the years ended December 31, 2014, 2013 and 2012:

	<b>GMDB</b>	<b>GMAB/GMWB</b>	<b>GMIB</b>	<b>GMWBL</b>
Separate account liability at December 31, 2014	\$ 38,547.7	\$ 728.9	\$ 13,618.4	\$ 15,444.4
Separate account liability at December 31, 2013	\$ 42,008.3	\$ 878.2	\$ 15,479.8	\$ 16,163.0
<b>Additional liability balance:</b>				
Balance at January 1, 2012	\$ 510.3	\$ 114.9	\$ —	\$ 1,738.1
Incurred guaranteed benefits	94.2	(38.3)	—	(226.3)
Paid guaranteed benefits	(116.5)	(0.6)	—	—
Balance at December 31, 2012	488.0	76.0	—	1,511.8
Incurred guaranteed benefits	(59.8)	(46.8)	—	(1,097.8)
Paid guaranteed benefits	(89.2)	(0.5)	—	—
Balance at December 31, 2013	339.0	28.7	—	414.0
Incurred guaranteed benefits	108.6	4.8	—	631.5
Paid guaranteed benefits	(73.3)	(0.7)	—	—
Balance at December 31, 2014	\$ 374.3	\$ 32.8	\$ —	\$ 1,045.5

The Company also calculates additional liabilities for FIA contracts with guaranteed withdrawal benefits. The additional liability represents the expected value of these benefits in excess of the projected account balance, and is accreted based on assessments over the accumulation period of the contract. The additional liability for FIA guaranteed withdrawal benefits was \$19.7 and \$35.1, as of December 31, 2014 and 2013, respectively. The additional liability is recorded in Future policy benefits and contract owner account balances on the Balance Sheets.

The net amount at risk for the GMDB, GMAB and GMWB benefits is equal to the guaranteed value of these benefits in excess of the account values.

The net amount at risk for the GMIB and GMWBL benefits is equal to the excess of the present value of the minimum guaranteed annuity payments available to the contract owner over the current account value.

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The separate account values, net amount at risk, net of reinsurance, and the weighted average attained age of contract owners by type of minimum guaranteed benefit, were as follows as of the dates indicated.

	<b>In the Event of Death</b>	<b>At Annuitization, Maturity, or Withdrawal</b>		
	<b>GMDB</b>	<b>GMAB/GMWB</b>	<b>GMIB</b>	<b>GMWBL</b>
<b>December 31, 2014</b>				
Separate account value	\$ 38,547.7	\$ 728.9	\$ 13,618.4	\$ 15,444.4
Net amount at risk, net of reinsurance	\$ 4,982.0	\$ 15.4	\$ —	\$ —
Weighted average attained age	70	72	—	—
<b>December 31, 2013</b>				
Separate account value	\$ 42,008.3	\$ 878.2	\$ 15,479.8	\$ 16,163.0
Net amount at risk, net of reinsurance	\$ 5,007.1	\$ 18.5	\$ —	\$ —
Weighted average attained age	70	70	—	—

The aggregate fair value of equity securities, including mutual funds, supporting separate accounts with additional insurance benefits and minimum investment return guarantees as of December 31, 2014 and 2013 was \$38.5 billion and \$42.0 billion, respectively.

## 8. Reinsurance

At December 31, 2014, the Company had reinsurance treaties with 14 unaffiliated reinsurers covering a portion of the mortality risks and guaranteed death and living benefits under its life and annuity contracts. The Company, as cedant, also has reinsurance treaties with two affiliates, SLD and SLDI, related to GICs, fixed annuities, variable annuities and universal life insurance policies. In addition, the Company assumed reinsurance risk under reinsurance treaties with its affiliates, ReliaStar Life Insurance Company ("RLI") and SLD related to certain life insurance policies and employee benefit group annual term policies. The Company remains liable to the extent its reinsurers do not meet their obligations under the reinsurance agreements. Furthermore, the Company has agreements with SLD which are accounted for using the deposit method. For additional information regarding these transactions with affiliates, see the *Related Party Transactions* Note for further detail.

Deposits and reinsurance recoverable was comprised of the following as of the dates indicated:

	<b>December 31,</b>	
	<b>2014</b>	<b>2013</b>
Claims recoverable from reinsurers	\$ 8.7	\$ 10.8
Reinsurance reserves ceded <sup>(1)</sup>	3,748.0	2,524.3
Deposits <sup>(1)</sup>	806.7	974.4
Reinsurance receivable, net <sup>(1)</sup>	396.3	421.1
Other	9.3	11.0
Total	\$ 4,969.0	\$ 3,941.6

<sup>(1)</sup> Includes amounts with affiliates - refer to the *Related Party Transactions* Note for further detail.

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The following table summarizes the effect of reinsurance on Premiums for the periods indicated:

	December 31,		
	2014	2013	2012
<b>Premiums:</b>			
Direct premiums	\$ 634.2	\$ 95.2	\$ 16.3
Reinsurance assumed <sup>(1)</sup>	407.7	454.9	480.3
Reinsurance ceded <sup>(1)</sup>	(504.1)	(113.8)	(37.6)
Net premiums	\$ 537.8	\$ 436.3	\$ 459.0

<sup>(1)</sup> Includes amounts with affiliates - refer to the *Related Party Transactions* Note for further detail.

## 9. Capital Contributions, Dividends and Statutory Information

Iowa insurance law imposes restrictions on an Iowa insurance company's ability to pay dividends to its parent. These restrictions are based in part on the prior year's statutory income and surplus. In general, dividends up to specified levels are considered ordinary and may be paid without prior approval. Dividends in larger amounts, or extraordinary dividends, are subject to approval by the Iowa Insurance Commission.

Under Iowa law, an extraordinary dividend or distribution is defined as a dividend or distribution that, together with other dividends or distributions made within the preceding twelve months, exceeds the greater of (1) ten percent (10.0%) of the Company's earned statutory surplus at the prior year end or (2) the Company's prior year statutory net gain from operations. Iowa law also prohibits an Iowa insurer from declaring or paying a dividend except out of its earned surplus unless prior insurance regulatory approval is obtained.

During the year ended December 31, 2014, the Company declared an ordinary dividend in the amount of \$216.0, which was paid on May 19, 2014. During the year ended December 31, 2013 following receipt of required approval from the Iowa Insurance Division (the "Division") and consummation of the IPO of Voya Financial, Inc., the Company paid an extraordinary return of capital distribution of \$230.0 to its Parent.

During the years ended December 31, 2014, and 2013, the Company did not receive any capital contributions from its Parent.

The Company is subject to minimum risk-based capital ("RBC") requirements established by the Division. The formulas for determining the amount of RBC specify various weighting factors that are applied to financial balances or various levels of activity based on the perceived degree of risk. Regulatory compliance is determined by a ratio of total adjusted capital ("TAC"), as defined by the National Association of Insurance Commissioners ("NAIC"), to authorized control level RBC, as defined by the NAIC. The Company exceeded the minimum RBC requirements that would require any regulatory or corrective action for all periods presented herein.

On May 8, 2013, the Company reset, on a one-time basis, its negative unassigned funds account as of December 31, 2012 (as reported in its 2012 statutory annual statement) to zero (with an offsetting reduction in gross paid-in capital and contributed surplus). The reset was made pursuant to a permitted practice in accordance with statutory accounting practices granted by the Division. This permitted practice had no impact on total capital and surplus of the Company and was reflected in the Company's second quarter 2013 statutory financial statements.

The Company is required to prepare statutory financial statements in accordance with statutory accounting practices prescribed or permitted by the Division. Such statutory accounting practices primarily differ from U.S. GAAP by charging policy acquisition costs to expense as incurred, establishing future policy benefit liabilities and contract owner account balances using different actuarial assumptions as well as valuing investments and certain assets and accounting for deferred taxes on a different basis. Certain assets that are not admitted under statutory accounting principles are charged directly to surplus. Depending on the regulations of the Division, the entire amount or a portion of an insurance company's asset balance can be non-admitted depending on specific rules regarding admissibility. The most significant non-admitted assets of the Company are typically deferred tax assets.

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Statutory net income (loss) was \$335.6, \$(55.8) and \$(9.1), for the years ended December 31, 2014, 2013 and 2012, respectively. Statutory capital and surplus was \$2.1 billion and \$1.9 billion as of December 31, 2014 and 2013, respectively.

**10. Accumulated Other Comprehensive Income (Loss)**

Shareholder's equity included the following components of AOCI as of the dates indicated:

	<b>December 31,</b>		
	<b>2014</b>	<b>2013</b>	<b>2012</b>
Fixed maturities, net of OTTI	\$ 1,388.5	\$ 827.5	\$ 2,004.5
Equity securities, available-for-sale	3.6	2.3	3.4
Derivatives	7.6	0.4	(0.7)
DAC/VOBA and Sales inducements adjustments on available-for-sale securities	(714.0)	(341.5)	(1,283.3)
Other	(35.5)	(35.3)	(35.4)
Unrealized capital gains (losses), before tax	650.2	453.4	688.5
Deferred income tax asset (liability)	(42.0)	26.9	(55.3)
Unrealized capital gains (losses), after tax	608.2	480.3	633.2
Pension and other postretirement benefits liability, net of tax	0.8	0.9	1.0
AOCI	<u>\$ 609.0</u>	<u>\$ 481.2</u>	<u>\$ 634.2</u>

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Changes in AOCI, including the reclassification adjustments recognized in the Statements of Operations, were as follows for the periods indicated:

	<b>Year Ended December 31, 2014</b>		
	<b>Before-Tax Amount</b>	<b>Income Tax</b>	<b>After-Tax Amount</b>
Available-for-sale securities:			
Fixed maturities	\$ 538.0	\$ (188.4)	\$ 349.6
Equity securities	1.3	(0.5)	0.8
Other	(0.2)	0.1	(0.1)
OTTI	16.7	(5.8)	10.9
Adjustments for amounts recognized in Net realized capital gains (losses) in the Statements of Operations	6.3	(2.2)	4.1
DAC/VOBA and Sales inducements	(372.5) <sup>(1)</sup>	130.4	(242.1)
Change in unrealized gains/losses on available-for-sale securities	189.6	(66.4)	123.2
Derivatives:			
Derivatives	7.2 <sup>(2)</sup>	(2.5)	4.7
Adjustments related to effective cash flow hedges for amounts recognized in Net investment income in the Statements of Operations	—	—	—
Change in unrealized gains/losses on derivatives	7.2	(2.5)	4.7
Pension and other postretirement benefits liability:			
Amortization of prior service cost recognized in Operating expenses in the Statements of Operations	(0.2) <sup>(3)</sup>	0.1	(0.1)
Change in pension and other postretirement benefits liability	(0.2)	0.1	(0.1)
Change in Other comprehensive income (loss)	\$ 196.6	\$ (68.8)	\$ 127.8

<sup>(1)</sup> See the *Deferred Policy Acquisition Costs and Value of Business Acquired* Note to these Financial Statements for additional information.

<sup>(2)</sup> See the *Derivative Financial Instruments* Note to these Financial Statements for additional information.

<sup>(3)</sup> See the *Benefit Plans* Note to these Financial Statements for amounts reported in Net Periodic (Benefit) Costs.

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	Year Ended December 31, 2013		
	Before-Tax Amount	Income Tax	After-Tax Amount
Available-for-sale securities:			
Fixed maturities	\$ (1,186.1)	\$ 415.0	\$ (771.1)
Equity securities	(1.1)	0.4	(0.7)
Other	0.1	— *	0.1
OTTI	17.7	(6.2)	11.5
Adjustments for amounts recognized in Net realized capital gains (losses) in the Statements of Operations	(8.6)	3.0	(5.6)
DAC/VOBA and Sales inducements	941.8 <sup>(1)</sup>	(329.6)	612.2
Change in unrealized gains/losses on available-for-sale securities	(236.2)	82.6	(153.6)
Derivatives:			
Derivatives	1.1 <sup>(2)</sup>	(0.4)	0.7
Adjustments related to effective cash flow hedges for amounts recognized in Net investment income in the Statements of Operations	—	—	—
Change in unrealized gains/losses on derivatives	1.1	(0.4)	0.7
Pension and other postretirement benefits liability:			
Amortization of prior service cost recognized in Operating expenses in the Statements of Operations	(0.2) <sup>(3)</sup>	0.1	(0.1)
Change in pension and other postretirement benefits liability	(0.2)	0.1	(0.1)
Change in Other comprehensive income (loss)	\$ (235.3)	\$ 82.3	\$ (153.0)

\* Less than \$0.1.

<sup>(1)</sup> See the *Deferred Policy Acquisition Costs and Value of Business Acquired* Note to these Financial Statements for additional information.

<sup>(2)</sup> See the *Derivative Financial Instruments* Note to these Financial Statements for additional information.

<sup>(3)</sup> See the *Benefit Plans* Note to these Financial Statements for amounts reported in Net Periodic (Benefit) Costs.

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	Year Ended December 31, 2012		
	Before-Tax Amount	Income Tax	After-Tax Amount
Available-for-sale securities:			
Fixed maturities	\$ 808.3	\$ (236.4) <sup>(4)</sup>	\$ 571.9
Equity securities	2.4	(0.8)	1.6
Other	0.3	(0.1)	0.2
OTTI	12.7	(4.5)	8.2
Adjustments for amounts recognized in Net realized capital gains (losses) in the Statements of Operations	(147.6)	51.7	(95.9)
DAC/VOBA and Sales inducements	(149.2) <sup>(1)</sup>	52.2	(97.0)
Change in unrealized gains/losses on available-for-sale securities	526.9	(137.9)	389.0
Derivatives:			
Derivatives	0.4 <sup>(2)</sup>	(0.1)	0.3
Adjustments related to effective cash flow hedges for amounts recognized in Net investment income in the Statements of Operations	—	—	—
Change in unrealized gains/losses on derivatives	0.4	(0.1)	0.3
Pension and other postretirement benefits liability:			
Amortization of prior service cost recognized in Operating expenses in the Statements of Operations	(0.2) <sup>(3)</sup>	—	(0.2)
Change in pension and other postretirement benefits liability	(0.2)	—	(0.2)
Change in Other comprehensive income (loss)	\$ 527.1	\$ (138.0)	\$ 389.1

<sup>(1)</sup> See *Deferred Policy Acquisition Costs and Value of Business Acquired* Note to these Financial Statements for additional information.

<sup>(2)</sup> See *Derivative Financial Instruments* Note to these Financial Statements for additional information.

<sup>(3)</sup> See *Benefit Plans* Note to these Financial Statements for amounts reported in Net Periodic (Benefit) Costs.

<sup>(4)</sup> Amount includes \$39.7 valuation allowance. See *Income Taxes* Note to these Financial Statements for additional information.

## 11. Income Taxes

Income tax expense (benefit) consisted of the following for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
Current tax expense (benefit):			
Federal	\$ 69.9	\$ 187.4	\$ 266.6
Total current tax expense (benefit)	69.9	187.4	266.6
Deferred tax expense (benefit):			
Federal	27.4	(1.9)	(84.3)
Total deferred tax expense (benefit)	27.4	(1.9)	(84.3)
Total income tax expense (benefit)	\$ 97.3	\$ 185.5	\$ 182.3

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Income taxes were different from the amount computed by applying the federal income tax rate to Income (loss) before income taxes for the following reasons for the periods indicated:

	Year Ended December 31,		
	2014	2013	2012
Income (loss) before income taxes	\$ 72.4	\$ 168.6	\$ 5.3
Tax rate	35.0%	35.0%	35.0%
Income tax expense (benefit) at federal statutory rate	25.3	59.0	1.9
Tax effect of:			
Dividends received deduction	(58.6)	(84.0)	(72.9)
Valuation allowance	125.8	203.6	247.9
Audit settlements	2.8	—	(0.1)
Tax credits	2.0	(0.4)	(2.0)
Prior year tax	—	7.2	6.9
Non-deductible expense (benefit)	0.2	—	—
Other	(0.2)	0.1	0.6
Income tax expense (benefit)	<u>\$ 97.3</u>	<u>\$ 185.5</u>	<u>\$ 182.3</u>

***Temporary Differences***

The tax effects of temporary differences that give rise to deferred tax assets and deferred tax liabilities as of the dates indicated, are presented below.

	Year Ended December 31,	
	2014	2013
<b>Deferred tax assets</b>		
Insurance reserves	\$ 774.9	\$ 493.6
Investments	997.7	1,033.1
Compensation and benefits	48.1	44.8
Other assets	24.2	86.8
Total gross assets before valuation allowance	1,844.9	1,658.3
Less: Valuation allowance	549.7	423.9
Assets, net of valuation allowance	1,295.2	1,234.4
<b>Deferred tax liabilities</b>		
Deferred policy acquisition costs	(862.6)	(884.7)
Net unrealized investment (gains) losses	(477.5)	(278.2)
Other liabilities	—	(20.2)
Total gross liabilities	(1,340.1)	(1,183.1)
Net deferred income tax asset (liability)	<u>\$ (44.9)</u>	<u>\$ 51.3</u>

Valuation allowances are provided when it is considered unlikely that deferred tax assets will be realized. As of December 31, 2014 and 2013, the Company had total valuation allowances of \$549.7 and \$423.9, respectively. As of December 31, 2014 and 2013, \$735.4 and \$609.6, respectively, of these valuation allowances were allocated to continuing operations, and \$(185.7) of these valuation allowances were allocated to Other comprehensive income (loss) related to realized and unrealized capital losses.

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For the years ended December 31, 2014, 2013 and 2012, there were total increases in the valuation allowance of \$125.8, \$203.6 and \$208.2, respectively. In 2014, 2013 and 2012, there were increases of \$125.8, \$203.6 and \$247.9, respectively, in the valuation allowance that were allocated to continuing operations. In 2014 and 2013, there were no changes in the valuation allowance allocated to Other comprehensive income. In 2012, there was a (decrease) of \$(39.7), that was allocated to Other comprehensive income.

***Tax Sharing Agreement***

The Company had a payable to Voya Financial, Inc. of \$2.1 as of December 31, 2014 and a receivable from Voya Financial, Inc. of \$22.6 as of December 31, 2013, for federal income taxes under the intercompany tax sharing agreement.

The results of the Company's operations are included in the consolidated tax return of Voya Financial, Inc. Generally, the Company's financial statements recognize the current and deferred income tax consequences that result from the Company's activities during the current and preceding periods pursuant to the provisions of Income Taxes (ASC Topic 740) as if the Company were a separate taxpayer rather than a member of Voya Financial, Inc.'s consolidated income tax return group with the exception of any net operating loss carryforwards and capital loss carryforwards, which are recorded pursuant to the tax sharing agreement. Under the tax sharing agreement, Voya Financial, Inc. will pay the Company for the tax benefits of ordinary and capital losses only in the event that the consolidated tax group actually uses the tax benefit of losses generated.

***Unrecognized Tax Benefits***

Reconciliations of the change in the unrecognized income tax benefits for the periods indicated are as follows:

	Year Ended December 31,		
	2014	2013	2012
Balance at beginning of period	\$ 2.7	\$ 2.7	\$ 2.7
Additions for tax positions related to prior years	2.8	—	—
Balance at end of period	<u>\$ 5.5</u>	<u>\$ 2.7</u>	<u>\$ 2.7</u>

The Company had \$5.5, \$2.7 and \$2.7, respectively, of unrecognized tax benefits as of December 31, 2014, 2013 and 2012, which would affect the Company's effective tax rate if recognized.

***Interest and Penalties***

The Company recognizes accrued interest and penalties, if applicable, related to unrecognized tax benefits in tax expense net of federal income tax. The Company had no accrued interest as of December 31, 2014 and 2013.

***Tax Regulatory Matters***

During April 2014, the Internal Revenue Service ("IRS") completed its examination of Voya Financial, Inc.'s consolidated return (including the Company) through tax year 2012. The 2012 audit settlement did not have a material impact on the Company. Voya Financial, Inc. (including the Company) is currently under audit by the IRS, and it is expected that the examination of tax year 2013 will be finalized within the next twelve months. Voya Financial, Inc. and the IRS have agreed to participate in the Compliance Assurance Process for the tax years 2013 through 2015.

The IRS issued a Directive dated July 17, 2014 that it should not challenge the qualification of certain hedges and should not challenge certain tax accounting methods. The Company does not expect this Directive to have a material impact on the Company.

The timing of the payment (if any) of the unrecognized tax benefit of \$5.5 cannot be reliably estimated.

## **12. Benefit Plans**

### ***Defined Benefit Plan***

Voya Services Company (formerly ING North America Insurance Corporation) sponsors the Voya Retirement Plan (the "Retirement Plan"). Substantially all employees of Voya Services Company and its affiliates (excluding certain employees) are eligible to participate, including the Company's employees.

Effective September 8, 2014, a plan amendment was approved changing the Plan's name from the ING U.S. Retirement Plan to the Voya Retirement Plan. The Retirement Plan is a tax qualified defined benefit plan, the benefits of which are guaranteed (within certain specified legal limits) by the Pension Benefit Guaranty Corporation ("PBGC"). Beginning January 1, 2012, the Retirement Plan adopted a cash balance pension formula instead of a final average pay ("FAP") formula, allowing all eligible employees to participate in the Retirement Plan. Participants will earn an annual credit equal to 4% of eligible compensation. Interest is credited monthly based on a 30-year U.S. Treasury securities bond rate published by the Internal Revenue Service in the preceding August of each year. The accrued vested cash pension balance benefit is portable; participants can take it if they leave the Company. For participants in the Retirement Plan as of December 31, 2011, there was a two-year transition period from the Retirement Plan's current FAP formula to the cash balance pension formula which ended December 31, 2013.

The costs allocated to the Company for its employees' participation in the Retirement Plan were \$2.1, \$2.3 and \$7.7, for the years ended December 31, 2014, 2013 and 2012, respectively, and are included in Operating expenses in the Statements of Operations.

### ***Defined Contribution Plan***

Voya Services Company sponsors the Voya Savings Plan and ESOP (the "Savings Plan"). Substantially all employees of Voya Services Company and its affiliates (excluding certain employees) are eligible to participate, including the Company's employees other than Company agents. The Savings Plan is a tax qualified defined contribution and stock bonus plan, which includes an employee stock ownership plan component. Savings Plan benefits are not guaranteed by the PBGC. The Savings Plan allows eligible participants to defer into the Savings Plan a specified percentage of eligible compensation on a pretax basis. Voya Services Company matches such pre-tax contributions, up to a maximum of 6.0% of eligible compensation, subject to IRS limits. Matching contributions are subject to a 4-year graded vesting schedule. Contributions made to the Savings Plan are subject to certain limits imposed by applicable law. The cost allocated to the Company for the Savings Plan were \$3.3, \$3.6 and \$3.2, for the years ended December 31, 2014, 2013 and 2012, respectively, and are included in Operating expenses in the Statements of Operations.

### ***Non-Qualified Retirement Plans***

Effective December 31, 2001, the Company, in conjunction with Voya Services Company, offers certain eligible employees (other than Career Agents) a Supplemental Executive Retirement Plan and an Excess Plan (collectively, the "SERPs"). Benefits under the SERPs are determined based on an eligible employee's years of service and average annual compensation for the highest five years during the last ten years of employment.

Effective January 1, 2012, the Supplemental Executive Retirement Plan was amended to coordinate with the amendment of the Retirement Plan from its current final average pay formula to a cash balance formula.

The SERPs are non-qualified defined benefit pension plans, which means all the SERPs benefits are payable from the general assets of the Company. These non-qualified defined benefit pension plans are not guaranteed by the PBGC.

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*Obligations and Funded Status*

The following table summarizes the benefit obligations for the SERPs as of December 31, 2014 and 2013:

	<b>Year Ended December 31,</b>	
	<b>2014</b>	<b>2013</b>
Change in benefit obligation:		
Benefit obligation, January 1	\$ 19.9	\$ 24.9
Interest cost	1.0	0.9
Benefits paid	(1.3)	(1.3)
Actuarial (gains) losses on obligation	3.9	(4.6)
Benefit obligation, December 31	<u>\$ 23.5</u>	<u>\$ 19.9</u>

Amounts recognized on the Balance Sheets in Other liabilities and in AOCI were as follows as of December 31, 2014 and 2013:

	<b>December 31,</b>	
	<b>2014</b>	<b>2013</b>
Accrued benefit cost	\$ (23.5)	\$ (19.9)
Accumulated other comprehensive income (loss):		
Prior service cost (credit)	(0.2)	(0.2)
Net amount recognized	<u>\$ (23.7)</u>	<u>\$ (20.1)</u>

*Assumptions*

The weighted-average assumptions used in the measurement of the December 31, 2014 and 2013, benefit obligation for the SERPs were as follows:

	<b>December 31,</b>	
	<b>2014</b>	<b>2013</b>
Discount rate	4.36%	4.95%
Rate of compensation increase	4.00%	4.00%

In determining the discount rate assumption, the Company utilizes current market information provided by its plan actuaries, including a discounted cash flow analysis of the Company's pension obligation and general movements in the current market environment. The discount rate modeling process involves selecting a portfolio of high quality, noncallable bonds that will match the cash flows of the SERP. Based upon all available information, it was determined that 4.36% was the appropriate discount rate as of December 31, 2014, to calculate the Company's accrued benefit liability.

The weighted-average assumptions used in calculating the net pension cost were as follows:

	<b>2014</b>	<b>2013</b>	<b>2012</b>
Discount rate	4.95%	4.05%	4.75%
Rate of compensation increase	4.00%	4.00%	4.00%

Since the benefit plans of the Company are unfunded, an assumption for return on plan assets is not required.

**Voya Insurance and Annuity Company**  
**(A wholly owned subsidiary of Voya Holdings Inc.)**  
**Notes to the Financial Statements**  
(Dollar amounts in millions, unless otherwise stated)

*Net Periodic Benefit Costs*

Net periodic benefit costs for the SERPs were as follows for the years ended December 31, 2014, 2013 and 2012:

	Year Ended December 31,		
	2014	2013	2012
Interest cost	\$ 1.0	\$ 0.9	\$ 1.2
Amortization of prior service cost (credit)	—	—	(0.1)
Net (gain) loss recognition	3.9	(4.6)	(0.2)
Net periodic (benefit) cost	<u>\$ 4.9</u>	<u>\$ (3.7)</u>	<u>\$ 0.9</u>

*Cash Flows*

In 2015, the Company is expected to contribute \$1.1 to the SERPs. Future expected benefit payments related to the SERPs for the years ended December 31, 2015 through 2019, and thereafter through 2024, are estimated to be \$1.1, \$1.2, \$1.1, \$1.2, \$1.2 and \$6.5, respectively.

*Share Based Compensation Plans*

Certain employees of the Company participate in the 2013 and 2014 Omnibus Employee Incentive Plans ("the Omnibus Plans") sponsored by Voya Financial, Inc., with respect to awards granted in 2013 and 2014. Certain employees also participate in various ING Group share-based compensation plans with respect to awards granted prior to 2013. Upon closing of the IPO, certain awards granted by ING Group that, upon vesting, would have been issuable in the form of American Depositary Receipts ("ADRs") of ING Group were converted into performance shares or restricted stock units ("RSUs") under the Omnibus Plans, that upon vesting, will be issuable in Voya Financial, Inc. common stock.

The Company was allocated compensation expense from ING Group and Voya Financial, Inc. of \$14.4, \$9.7 and \$6.8, for the years ended December 31, 2014, 2013 and 2012, respectively.

The Company recognized tax benefits/(expenses) of \$5.1, \$1.2 and \$(3.0) in December 31, 2014, 2013 and 2012, respectively. Excess tax benefits are recognized in Additional paid-in capital and are accounted for in a single pool available to all share-based compensation awards. Excess tax benefits in Additional paid-in capital are not recognized until the benefits result in a reduction in taxes payable. The Company uses tax law ordering when determining when excess tax benefits have been realized.

*Other Benefit Plans*

In addition to providing retirement plan benefits, the Company, in conjunction with Voya Services Company, provides certain supplemental retirement benefits to eligible employees and health care and life insurance benefits to retired employees and other eligible dependents. The supplemental retirement plan includes a non-qualified defined benefit pension plan and a non-qualified defined contribution plan, which means all benefits are payable from the general assets of the Company. The postretirement health care plan is contributory, with retiree contribution levels adjusted annually and the Company subsidizes a portion of the monthly per-participant premium. Beginning August 1, 2009, the Company moved from self-insuring its supplemental health care costs and began to use a private-fee-for-service Medicare Advantage program for post-Medicare eligible retired participants. In addition, effective October 1, 2009, the Company no longer subsidizes medical premium costs for early retirees. This change does not impact any participant currently retired and receiving coverage under the plan or any employee who is eligible for coverage under the plan and whose employment ended before October 1, 2009. The Company continues to offer access to medical coverage until retirees become eligible for Medicare. The life insurance plan provides a flat amount of noncontributory coverage and optional contributory coverage. The Voya Financial, Inc. Deferred Compensation Savings Plan is a non-qualified deferred compensation plan that includes a 401(k) excess component. The benefits charges allocated to the Company related to all of these plans for the years ended December 31, 2014, 2013 and 2012, were \$3.6, \$3.8 and \$3.5, respectively.

### 13. Commitments and Contingencies

#### *Leases*

The Company leases its office space and certain equipment under operating leases, the longest term of which expires in 2017.

For the years ended December 31, 2014, 2013 and 2012, rent expense for leases was \$7.1, \$6.8 and \$6.9, respectively. The future net minimum payments under non-cancellable leases for the years ended December 31, 2015 through 2017 are estimated to be \$7.2, \$6.6 and \$5.3, respectively, and none thereafter, totaling \$19.1. The Company pays substantially all expenses associated with its leased and subleased office properties. Expenses not paid directly by the Company were paid for by an affiliate and allocated to the Company.

#### *Commitments*

Through the normal course of investment operations, the Company commits to either purchase or sell securities, mortgage loans, or money market instruments, at a specified future date and at a specified price or yield. The inability of counterparties to honor these commitments may result in either a higher or lower replacement cost. Also, there is likely to be a change in the value of the securities underlying the commitments.

As of December 31, 2014 and 2013, the Company had off-balance sheet commitments to purchase investments equal to their fair value of \$214.1 and \$252.7, respectively.

#### *Federal Home Loan Bank Funding*

The Company is a member of the FHLB of Des Moines and is required to maintain collateral to back funding agreements issued to the FHLB. As of December 31, 2014 and 2013, the Company had \$950.1 and \$1,090.2, respectively, in non-putable funding agreements, including accrued interest, issued to the FHLB. These non-putable funding agreements are included in Future policy benefits and contract owner account balances on the Balance Sheets. As of December 31, 2014 and 2013, assets with a market value of \$1,119.8 and \$1,266.8, respectively, collateralized the funding agreements to the FHLB. Assets pledged to the FHLB are included in Fixed maturities, available-for-sale, on the Balance Sheets.

#### *Restricted Assets*

The Company is required to maintain assets on deposit with various regulatory authorities to support its insurance operations. The Company may also post collateral in connection with certain securities lending, repurchase agreements, funding agreement, letter of credit ("LOC") and derivative transactions as described further in this note. The components of the fair value of the restricted assets were as follows as of the dates indicated:

	December 31,	
	2014	2013
Fixed maturity collateral pledged to FHLB	\$ 1,119.8	\$ 1,266.8
FHLB restricted stock <sup>(1)</sup>	48.0	53.6
Other fixed maturities-state deposits	11.4	11.3
Securities pledged <sup>(2)</sup>	626.8	959.2
Total restricted assets	<u>\$ 1,806.0</u>	<u>\$ 2,290.9</u>

<sup>(1)</sup> Reported in Other investments on the Balance Sheets.

<sup>(2)</sup> Includes the fair value of loaned securities of \$121.2 and \$128.5 as of December 31, 2014 and 2013, respectively, which is included in Securities pledged on the Balance Sheets. In addition, as of December 31, 2014 and 2013, the Company delivered securities as collateral of \$505.6 and \$830.7, respectively, which was included in Securities pledged on the Balance Sheets.

### ***Litigation and Regulatory Matters***

The Company is a defendant in a number of litigation matters arising from the conduct of its business, both in the ordinary course and otherwise. In some of these matters, claimants seek to recover very large or indeterminate amounts, including compensatory, punitive, treble and exemplary damages. Modern pleading practice in the U.S. permits considerable variation in the assertion of monetary damages and other relief. Claimants are not always required to specify the monetary damages they seek or they may be required only to state an amount sufficient to meet a court's jurisdictional requirements. Moreover, some jurisdictions allow claimants to allege monetary damages that far exceed any reasonable possible verdict. The variability in pleading requirements and past experience demonstrates that the monetary and other relief that may be requested in a lawsuit or claim often bears little relevance to the merits or potential value of a claim. Litigation against the Company includes a variety of claims including negligence, breach of contract, fraud, violation of regulation or statute, breach of fiduciary duty, negligent misrepresentation, failure to supervise, elder abuse and other torts.

As with other financial services companies, the Company periodically receives informal and formal requests for information from various state and federal governmental agencies and self-regulatory organizations in connection with inquiries and investigations of the products and practices of the Company or the financial services industry. It is the practice of the Company to cooperate fully in these matters. Regulatory investigations, exams, inquiries and audits could result in regulatory action against the Company. The potential outcome of such action is difficult to predict but could subject the Company to adverse consequences, including, but not limited to, settlement payments, additional payments to beneficiaries and additional escheatment of funds deemed abandoned under state laws. They may also result in fines and penalties and changes to the Company's procedures for the identification and escheatment of abandoned property or the correction of processing errors and other financial liability.

The outcome of a litigation or regulatory matter and the amount or range of potential loss is difficult to forecast and estimating potential losses requires significant management judgment. It is not possible to predict the ultimate outcome or to provide reasonably possible losses or ranges of losses for all pending regulatory matters and litigation. While it is possible that an adverse outcome in certain cases could have a material adverse effect upon the Company's financial position, based on information currently known, management believes that the outcome of pending litigation and regulatory matters is not likely to have such an effect. However, given the large and indeterminate amounts sought and the inherent unpredictability of such matters, it is possible that an adverse outcome in certain of the Company's litigation or regulatory matters could, from time to time, have a material adverse effect upon the Company's results of operations or cash flows in a particular quarterly or annual period.

For some matters, the Company is able to estimate a possible range of loss. For such matters in which a loss is probable, an accrual has been made. For matters where the Company, however, believes a loss is reasonably possible, but not probable, no accrual is required. This paragraph contains an estimate of reasonably possible losses above any amounts accrued. For matters for which an accrual has been made, but there remains a reasonably possible range of loss in excess of the amounts accrued, the estimate reflects the reasonably possible range of loss in excess of the accrued amounts. For matters for which a reasonably possible (but not probable) range of loss exists, the estimate reflects the reasonably possible and unaccrued loss or range of loss. As of December 31, 2014, the Company estimates the aggregate range of reasonably possible losses, in excess of any amounts accrued for these matters, as of such date, is not material to the Company.

For other matters, the Company is currently not able to estimate the reasonably possible loss or range of loss. The Company is often unable to estimate the possible loss or range of loss until developments in such matters have provided sufficient information to support an assessment of the range of possible loss, such as quantification of a damage demand from plaintiffs, discovery from plaintiffs and other parties, investigation of factual allegations, rulings by a court on motions or appeals, analysis by experts and the progress of settlement discussions. On a quarterly and annual basis, the Company reviews relevant information with respect to litigation and regulatory contingencies and updates the Company's accruals, disclosures and reasonably possible losses or ranges of loss based on such reviews.

## **14. Related Party Transactions**

### ***Operating Agreements***

The Company has certain agreements whereby it generates revenues and incurs expenses with affiliated entities. The agreements are as follows:

- Underwriting and distribution agreement with Directed Services LLC ("DSL") (successor by merger to Directed Services, Inc.), an affiliated broker-dealer, whereby DSL serves as the principal underwriter for variable insurance products issued by the Company. DSL is authorized to enter into agreements with broker-dealers to distribute the Company's variable products and appoint representatives of the broker-dealers as agents. For the years ended December 31, 2014, 2013 and 2012, commissions were incurred in the amounts of \$217.0, 218.4 and \$208.0, respectively.
- Asset management agreement with Voya Investment Management LLC ("VIM") (formerly, ING Investment Management LLC), an affiliate, in which VIM provides asset management, administration and accounting services for VIAC's general account. The Company records a fee, which is paid quarterly, based on the value of the assets under management. For the years ended December 31, 2014, 2013 and 2012, expenses were incurred in the amounts of \$48.1, \$50.0 and \$50.3, respectively.
- Intercompany agreement with DSL pursuant to which DSL agreed, effective January 1, 2010, to pay the Company, on a monthly basis, a portion of the revenues DSL earns as investment adviser to certain U.S. registered investment companies that are investment options under certain of the Company's variable insurance products. For the years ended December 31, 2014, 2013 and 2012, revenue under the DSL intercompany agreement was \$139.9, \$147.4 and \$141.1, respectively.
- Intercompany agreement with VIM pursuant to which VIM agreed, effective January 1, 2010, to pay the Company, on a monthly basis, a portion of the revenues VIM earns as investment adviser to certain U.S. registered investment companies that are investment options under certain of the Company's variable insurance products. For the years ended December 31, 2014, 2013 and 2012, revenue under the VIM intercompany agreement was \$41.8, \$34.7 and \$33.8, respectively.
- Services agreements with Voya Services Company dated September 1, 2000 and January 1, 2001, respectively, for administrative, management, financial, information technology and finance and treasury services. For the years ended December 31, 2014, 2013 and 2012, expenses were incurred in the amounts of \$106.9, \$101.9 and \$109.3, respectively. Effective October 1, 2010, the services agreement with Voya Services Company dated January 1, 2001, was amended in order for the Company to provide Voya Services Company with use of the corporate office facility at 5780 Powers Ferry Road, N.W., Atlanta, GA (the "Atlanta Office") in exchange for Voya Services Company's payment of the Company's direct and indirect costs for the Atlanta Office.
- Services agreement between the Company and its U.S. insurance company affiliates dated January 1, 2001, amended effective January 1, 2002 and December 31, 2007, for administrative, management, professional, advisory, consulting and other services. For the years ended December 31, 2014, 2013 and 2012, expenses related to the agreements were incurred in the amount of \$13.2, \$12.1 and \$16.4, respectively.
- Administrative Services Agreement between the Company, ReliaStar Life Insurance Company of New York ("RLNY"), an affiliate and other U.S. insurance company affiliates dated March 1, 2003, amended effective August 1, 2004, in which the Company and affiliates provide services to RLNY. For the years ended December 31, 2014, 2013 and 2012, revenue related to the agreement was \$2.3, \$2.2 and \$3.3, respectively.

Management and service contracts and all cost sharing arrangements with other affiliated companies are allocated in accordance with the Company's expense and cost allocation methods. Revenues and expenses recorded as a result of transactions and agreements with affiliates may not be the same as those incurred if the Company was not a wholly owned subsidiary of its Parent.

## ***Reinsurance Agreements***

### **Reinsurance Ceded**

As of December 31, 2014 and 2013, total reserves ceded to affiliates were \$3,684.4 and \$2,455.6, respectively. For the years ended December 31, 2014, 2013 and 2012, premiums ceded to affiliates were \$502.5, \$112.2 and \$36.1, respectively.

### ***Waiver of Premium - Coinsurance Funds Withheld***

Effective October 1, 2010, the Company entered into a coinsurance funds withheld agreement with its affiliate, SLDI. Under the terms of the agreement, the Company ceded to SLDI 100% of the group life waiver of premium liability (except for groups covered under rate credit agreements) assumed from RLI, related to the Group Annual Term Coinsurance Funds Withheld agreement between the Company and RLI described under "Reinsurance Assumed" below.

Upon inception of the agreement, the Company paid SLDI a premium of \$245.6. At the same time, the Company established a funds withheld liability for \$188.5 to SLDI and SLDI purchased a \$65.0 LOC to support the ceded Statutory reserves of \$245.6. In addition, the Company recognized a gain of \$17.9 based on the difference between the premium paid and the ceded U.S. GAAP reserves of \$227.7, which offsets the \$57.1 ceding allowance paid by SLDI. The ceding allowance will be amortized over the life of the business.

As of December 31, 2014 and 2013, the value of the funds withheld liability under this agreement was \$180.4 and \$190.9, respectively, which is included in Funds held under reinsurance treaties with affiliates on the Balance Sheets. In addition, as of December 31, 2014 and 2013, the Company had an embedded derivative under this agreement with a value of \$3.6 and \$(3.3), respectively, which is recorded in Funds held under reinsurance treaties with affiliates on the Balance Sheets. As of December 31, 2014 and 2013, reserves ceded by the Company under this agreement were \$216.7 and \$230.9, respectively.

### ***Guaranteed Living Benefit - Coinsurance and Coinsurance Funds Withheld***

Effective June 30, 2008, the Company entered into an automatic reinsurance agreement with an affiliate, SLDI, covering 100% of the benefits guaranteed under specific variable annuity guaranteed living benefit riders attached to certain variable annuity contracts issued by the Company on or after January 1, 2000.

Also effective June 30, 2008, the Company entered into a services agreement with SLDI, under which the Company provides certain actuarial risk modeling consulting services to SLDI with respect to hedge positions undertaken by SLDI in connection with the reinsurance agreement. For the years ended December 31, 2014 and 2013, revenue related to the agreement was \$12.3 for each year. For the year ended December 31, 2012, revenue related to the agreement was \$12.0.

Effective July 1, 2009, the reinsurance agreement was amended and restated to change the reinsurance basis from coinsurance to a combined coinsurance and coinsurance funds withheld basis. On July 31, 2009, SLDI transferred assets with a market value of \$3.2 billion to the Company and the Company deposited those assets into a funds withheld trust account. As of December 31, 2014 and 2013, the assets on deposit in the trust account were \$5.5 billion and \$3.5 billion, respectively. The Company also established a corresponding funds withheld liability to SLDI, which is included in Funds held under reinsurance treaties with affiliates on the Balance Sheets. Funds held under reinsurance treaties with affiliates had a balance of \$5.3 billion as of December 31, 2014 and \$3.6 billion as of December 31, 2013. In addition, as of December 31, 2014 and 2013, the Company had an embedded derivative with a value of \$207.4 and \$(34.7), respectively, which is recorded in Funds held under reinsurance treaties with affiliates on the Balance Sheets.

Also effective July 1, 2009, the Company and SLDI entered into an asset management services agreement, under which SLDI serves as asset manager for the funds withheld account. SLDI has retained its affiliate, VIM, as sub-advisor for the funds withheld account.

Effective October 1, 2011, the Company and SLDI entered into an amended and restated automatic reinsurance agreement in order to provide more flexibility to the Company and SLDI with respect to the collateralization of the reserves related to the variable annuity guaranteed living benefits reinsured under the agreement. As of December 31, 2014 and 2013, reserves ceded by the

Company under this agreement were \$3.4 billion and \$2.2 billion, respectively. In addition, a deferred loss in the amount of \$308.1 and \$315.7 as of December 31, 2014 and 2013, respectively, is included in Other assets on the Balance Sheets and is amortized over the period of benefit in Other expenses in the Statement of Operations.

On May 8, 2013, following the Voya Financial, Inc. IPO, Voya Financial, Inc. made a capital contribution in the amount of \$1.8 billion into SLDI, which SLDI deposited into the funds withheld trust account established to provide collateral for the variable annuity guaranteed living benefit riders ceded to SLDI under the amended and restated automatic reinsurance agreement. Upon deposit of such contributed capital into the funds withheld trust, the Company submitted to ING Bank N.V. ("ING Bank") \$1.5 billion of contingent capital LOC issued by ING Bank under the \$1.5 billion contingent capital LOC facility between ING Bank and SLDI, and the contingent capital LOCs were canceled and the facility was terminated.

#### *Multi-year Guaranteed Fixed Annuity - Coinsurance*

Effective May 1, 2005, the Company entered into a coinsurance agreement with its affiliate, SLD. Under the terms of the agreement, SLD assumed and accepted the responsibility for paying, when due, 100% of the liabilities arising under the multi-year guaranteed fixed annuity contracts issued by the Company between January 1, 2001 and December 31, 2003. In addition, the Company assigned to SLD all future premiums received by the Company attributable to the ceded contracts.

Under the terms of the agreement, the Company ceded \$2.5 billion in account balances and transferred a ceding commission and \$2.7 billion in assets to SLD, resulting in a realized capital gain of \$47.9 to the Company, which reduced the ceding commission.

The coinsurance agreement is accounted for using the deposit method. As such, \$2.7 billion of Deposit receivable from affiliate was established on the Balance Sheets. As of December 31, 2014 and 2013, the deposit receivable was \$653.2 and \$747.2, respectively, and is adjusted over the life of the agreement based on cash settlements and the experience of the contracts, as well as for amortization of the ceding commission. The Company incurred amortization expense of the negative ceding commission of \$6.6, \$4.8 and \$10.8, for the years ended December 31, 2014, 2013 and 2012, respectively, which is recorded in Other expenses in the Statements of Operations.

#### *Universal Life - Coinsurance*

Effective January 1, 2000, the Company entered into a 100% coinsurance agreement with its affiliate, SLD, covering certain universal life policies which had been issued and in force as of, as well as any such policies issued after, the effective date of the agreement. As of December 31, 2014 and 2013, reserves ceded by the Company under this agreement were \$20.0 and \$19.4, respectively.

#### *Guaranteed Investment Contract - Coinsurance*

Effective August 20, 1999, the Company entered into a Facultative Coinsurance Agreement with its affiliate, SLD. Under the terms of the agreement, the Company facultatively cedes, from time to time, certain GICs to SLD on a 100% coinsurance basis. The Company utilizes this reinsurance facility primarily for diversification and asset-liability management purposes in connection with this business. The coinsurance agreement is accounted for using the deposit method. As of December 31, 2014 and 2013, the deposit receivable was \$153.5 and \$227.2, respectively.

#### Reinsurance Assumed

As of December 31, 2014 and 2013, total reserves assumed from affiliates were \$439.1 and \$454.7, respectively. For the years ended December 31, 2014, 2013 and 2012, premiums assumed from affiliates were \$407.7, \$454.9 and \$480.3, respectively.

#### *Level Premium Term Life Insurance - Stop-loss*

Effective October 1, 2010, the Company entered into a stop-loss agreement with its affiliate, RLI under which the Company agreed to indemnify and reinsure RLI for the aggregate mortality risk under certain level premium term life insurance policies issued by RLI between January 1, 2009 and December 31, 2009 and certain level premium term life insurance policies assumed by RLI from RLNY under an Automatic Coinsurance Agreement effective March 1, 2008. Under the terms of the agreement, the Company

will make benefit payments to RLI equal to the amount of claims in excess of the attachment point (equal to a percentage of net reinsurance premium) up to the maximum fully covered benefit. Effective April 1, 2012, the agreement was recaptured by RLI and terminated, and there was no consideration received by the Company upon such recapture and termination.

Effective January 1, 2012, the Company entered into a stop-loss agreement with RLI, which was amended and restated April 1, 2012 to include the recaptured business described above, under which the Company agreed to indemnify RLI, and RLI agreed to reinsure with the Company, the aggregate mortality risk under the combined blocks of level premium term life insurance policies issued by RLI between January 1, 2009 and December 31, 2009 and also between January 1, 2012 and December 31, 2012. This coverage included certain level premium term life insurance policies assumed by RLI from RLNY under an Automatic Coinsurance Agreement effective March 1, 2008. Under the terms of the agreement, the Company will make benefit payments to RLI equal to the amount of claims in excess of the attachment point (equal to a percentage of net reinsurance premium) up to the maximum fully covered benefit.

The stop-loss agreement is accounted for using the deposit method. A fee receivable from affiliate of \$0.4 and \$0.3 as of December 31, 2014 and 2013, respectively, is included in Other liabilities on the Balance Sheets. The fee is accrued and subsequently settled in cash each quarterly accounting period.

Effective July 1, 2012, the Company entered into a stop-loss agreement with its affiliate, SLD, under which the Company agrees to indemnify SLD, and SLD agrees to reinsure with the Company, aggregate mortality risk under certain level premium term life insurance policies assumed by SLD from RLI and written by either RLI or RLNY with issue dates between January 1, 2007 and March 31, 2008 and between January 1, 2010 and December 31, 2010. Under the terms of the agreement, the Company will make benefit payments to SLD equal to the amount of claims in excess of the attachment point (equal to a percentage of net reinsurance premium) up to the maximum fully covered benefit.

The stop-loss agreement is accounted for using the deposit method. As of December 31, 2014 there was no fee receivable from affiliate and as of December 31, 2013 there was a \$0.8 fee receivable from affiliate included in Other liabilities on the Balance Sheets. The fee is accrued and subsequently settled in cash each quarterly accounting period. Effective October 1, 2014, the agreement was terminated.

#### *Group Annual Term - Coinsurance Funds Withheld*

Effective December 31, 2008, the Company entered into a coinsurance funds withheld agreement with RLI for an indefinite duration. Under the terms of the agreement, the Company assumed 100% quota share of RLI's net retained liability under certain Employee Benefits Group Annual Term policies, including disability waiver of premium.

The initial premium of \$219.9 was equal to the aggregate reserve assumed by the Company. Thereafter, premiums are equal to the total earned gross premiums collected by RLI from policyholders. RLI will retain all reinsurance premiums payable to the Company as funds withheld, as security for ceded liabilities and against which ceded losses will be offset. Monthly, the Company will receive or pay a net settlement. This agreement was amended and restated October 1, 2010 to better reflect the current investment environment and to modify the treatment of claims under certain policies under which claims are not paid in the form of a single lump sum; the underlying terms described above remained unchanged. (Please see also description of "Waiver of Premium Coinsurance Funds Withheld" agreement between the Company and SLDI under "Reinsurance Ceded" above). As of December 31, 2014 and 2013, reserves assumed by the Company under this agreement were \$439.1 and \$454.7, respectively.

As of December 31, 2014 and 2013, the value of the funds withheld by ceding companies under this agreement was \$467.3 and \$488.6, respectively, which is included in Deposit and reinsurance recoverable on the Balance Sheets. In addition, as of December 31, 2014 and 2013, the Company had an embedded derivative under this agreement with a value of \$9.6 and \$(8.4), respectively.

#### *Reciprocal Loan Agreement*

The Company maintains a reciprocal loan agreement with Voya Financial, Inc., an affiliate, to facilitate the handling of unanticipated short-term cash requirements that arise in the ordinary course of business. Under this agreement, which became effective in January 2004, and based upon its renewal on January 14, 2014, expires on January 14, 2024, either party can borrow from the other up to

3.0% of the Company's statutory net admitted assets, excluding Separate Accounts, as of the preceding December 31. For the year ended December 31, 2014, interest on any borrowing by either the Company or Voya Financial, Inc. was charged at a rate based on the prevailing market rate for similar third-party borrowings or securities. During the years ended December 31, 2013 and 2012, interest on any Company borrowing was charged at the rate of Voya Financial, Inc.'s cost of funds for the interest period, plus 0.15%. During the years ended December 31, 2013 and 2012, interest on any Voya Financial, Inc. borrowing was charged at a rate based on the prevailing interest rate of U.S. commercial paper available for purchase with a similar duration.

Under this agreement, the Company did not incur interest expense for the years ended December 31, 2014, 2013 and 2012. The Company earned interest income of \$0.2, \$0.0 and \$0.4, for the years ended December 31, 2014, 2013 and 2012, respectively. Interest expense and income are included in Interest expense and Net investment income, respectively, in the Statements of Operations. As of December 31, 2014 and 2013, the Company did not have any outstanding receivable/payable with Voya Financial, Inc. under the reciprocal loan agreement.

#### ***Long-Term Debt with Affiliates***

The Company issued a 30-year surplus note in the principal amount of \$35.0 on December 8, 1999, to its affiliate, SLD, which matures on December 7, 2029. Interest is charged at an annual rate of 7.98%. Payment of the note and related accrued interest is subordinate to payments due to contract owners and claimant and beneficiary claims, as well as debts owed to all other classes of debtors, other than surplus note holders. Any payment of principal and/or interest made is subject to the prior approval of the Iowa Insurance Commissioner. Interest expense was \$2.8 for the years ended December 31, 2014, 2013 and 2012. On December 29, 2004, the Company issued surplus notes in the aggregate principal amount of \$400.0 (the "Notes"), scheduled to mature on December 29, 2034, to its affiliates, Voya Retirement Insurance and Annuity Company, RLI and SLDI. The Notes bear interest at a rate of 6.26% per year. Any payment of principal and/or interest is subject to the prior approval of the Iowa Insurance Commissioner. Interest expense was \$25.4 for the years ended December 31, 2014, 2013 and 2012.

#### ***Derivatives***

The Company is party to several derivative contracts with NN Group and ING Bank and one or more of ING Bank's subsidiaries. Each of these contracts was entered into as a result of a competitive bid, which included unaffiliated counterparties. The Company is exposed to various risks relating to its ongoing business operations, including but not limited to interest rate risk, foreign currency risk and equity market risk. To manage these risks, the Company uses various strategies, including derivatives contracts, certain of which are with related parties, such as interest rate swaps, equity options and currency forwards.

As of December 31, 2014 and 2013, the outstanding notional amounts were \$457.1 (consisting of currency forwards of \$178.0 and equity options of \$279.1) and \$511.8 (consisting of interest rate swaps of \$328.8 and equity options of \$183.0), respectively. As of December 31, 2014 and 2013, the market values for these contracts were \$8.8 and \$8.4, respectively. For the years ended December 31, 2014, 2013 and 2012, the Company recorded Other net realized capital gains (losses) in the Statements of Operations of \$4.6, \$0.8 and \$20.0, respectively, with ING Bank and NN Group.

