

OMB APPROVAL	
OMB Number:	3235-0318
Expires:	Sept. 30, 2027
Estimated average burden hours per response.....	295

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549  
FORM N-4**

This is a reference copy of Form N-4. You may not send a completed printout of this form to the SEC to satisfy a filing obligation. You can only satisfy an SEC filing obligation by submitting the information required by this form to the SEC in electronic format online at <https://www.edgarfiling.sec.gov>.

**Note: This version of Form N-4 is effective September 23, 2024. More information about compliance dates may be found in *Registration for Index-Linked Annuities and Registered Market Value Adjustment Annuities; Amendments to Form N-4 for Index-Linked Annuities, Registered Market Value Adjustment Annuities, and Variable Annuities; Other Technical Amendments* (Release No. IC-35273).**

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Pre-Effective Amendment No. \_\_\_\_\_

Post-Effective Amendment No. \_\_\_\_\_

and/or

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

Amendment No. \_\_\_\_\_

(Check appropriate box or boxes.)

\_\_\_\_\_  
(Exact Name of Registered Separate Account)

\_\_\_\_\_  
(Name of Insurance Company)

\_\_\_\_\_  
(Address of Insurance Company's Principal Executive Offices) (Zip Code)

\_\_\_\_\_  
(Insurance Company's Telephone Number, including Area Code)

\_\_\_\_\_  
(Name and Address of Agent for Service)

Approximate Date of Proposed Public Offering: \_\_\_\_\_

**It is proposed that this filing will become effective (check appropriate box):**

- immediately upon filing pursuant to paragraph (b)
- on (date) pursuant to paragraph (b)
- 60 days after filing pursuant to paragraph (a)(1)
- on (date) pursuant to paragraph (a)(1) of rule 485 under the Securities Act of 1933 ("Securities Act").

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

**If appropriate, check the following box:**

- This post-effective amendment designates a new effective date for a previously filed post-effective amendment.

**Check each box that appropriately characterizes the Registrant:**

- New Registrant (as applicable, a Registered Separate Account or Insurance Company that has not filed a Securities Act registration statement or amendment thereto within 3 years preceding this filing)
- Emerging Growth Company (as defined by Rule 12b-2 under the Securities Exchange Act of 1934 (“Exchange Act”))
- If an Emerging Growth Company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act
- Insurance Company relying on Rule 12h-7 under the Exchange Act
- Smaller reporting company (as defined by Rule 12b-2 under the Exchange Act)

Omit from the facing sheet reference to the other Act if the registration statement or amendment is filed under only one of the Acts. Include the “Approximate Date of Proposed Public Offering” only where securities are being registered under the Securities Act.

Form N-4 is to be used by (1) separate accounts that are unit investment trusts that offer variable annuity contracts to register under the Investment Company Act of 1940 and to offer their securities under the Securities Act, (2) insurance companies to register the offerings of registered index-linked annuity contracts, as defined in rule 405 under the Securities Act [17 CFR 230.405], (3) insurance companies to register the offerings of registered market value adjustment annuity contracts, as defined in rule 405 under the Securities Act, and (4) insurance companies to register the offerings of annuity contracts that have any combination of these options under the applicable statutes. The Commission has designed Form N-4 to provide investors with information that will assist them in making a decision about investing in these contracts. The Commission also may use the information provided on Form N-4 in its regulatory, disclosure review, inspection, and policy making roles.

A Registrant is required to disclose the information specified by Form N-4, and the Commission will make this information public. A Registrant is not required to respond to the collection of information contained in Form N-4 unless the Form displays a currently valid Office of Management and Budget (“OMB”) control number. Please direct comments concerning the accuracy of the information collection burden estimate and any suggestions for reducing the burden to Secretary, Securities and Exchange Commission, 100 F Street, N.E., Washington, DC 20549. The OMB has reviewed this collection of information under the clearance requirements of 44 U.S.C. § 3507.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

# CONTENTS OF FORM N-4

<b>GENERAL INSTRUCTIONS.....</b>	<b>iv</b>
A. Definitions.....	iv
B. Filing and Use of Form N-4 .....	v
C. Preparation of the Registration Statement.....	vi
D. Incorporation by Reference .....	x
<b>PART A - INFORMATION REQUIRED IN A PROSPECTUS .....</b>	<b>1</b>
Item 1. Front and Back Cover Pages .....	1
Item 2. Overview of the Contract .....	3
Item 3. Key Information.....	4
Item 4. Fee Table .....	11
Item 5. Principal Risks of Investing in the Contract.....	16
Item 6. Description of Insurance Company, Registered Separate Account, and Investment Options.....	17
Item 7. Charges and Adjustments .....	23
Item 8. General Description of Contracts .....	25
Item 9. Annuity Period .....	27
Item 10. Benefits Available Under the Contract.....	28
Item 11. Purchases and Contract Value.....	29
Item 12. Surrenders and Withdrawals.....	30
Item 13. Loans .....	30
Item 14. Taxes .....	31
Item 15. Legal Proceedings.....	31
Item 16. Financial Statements.....	32
Item 17. Investment Options Available Under the Contract.....	32
<b>PART B - INFORMATION REQUIRED IN A STATEMENT OF ADDITIONAL INFORMATION.....</b>	<b>38</b>
Item 18. Cover Page and Table of Contents .....	38
Item 19. General Information and History.....	38
Item 20. Non-Principal Risks of Investing in the Contract.....	39
Item 21. Services .....	39
Item 22. Purchase of Securities Being Offered.....	40
Item 23. Underwriters.....	41
Item 24. Calculation of Performance Data.....	42
Item 25. Annuity Payments .....	45
Item 26. Financial Statements.....	45
<b>PART C - OTHER INFORMATION.....</b>	<b>48</b>
Item 27. Exhibits .....	48
Item 28. Directors and Officers of the Insurance Company.....	50
Item 29. Persons Controlled by or Under Common Control with the Insurance Company or the Registered Separate Account ...	50
Item 30. Indemnification .....	50
Item 31. Principal Underwriters .....	51
Item 31A. Information about Contracts with Index-Linked Options and Fixed Options Subject to a Contract Adjustment.....	52
Item 32. Location of Accounts and Records .....	52
Item 33. Management Services.....	53
Item 34. Fee Representation and Undertakings.....	53
<b>SIGNATURES .....</b>	<b>54</b>

## GENERAL INSTRUCTIONS

### A. Definitions

References to sections and rules in this Form N-4 are to the Investment Company Act of 1940 [15 U.S.C. 80a-1 *et seq.*] (the "Investment Company Act"), unless otherwise indicated. Terms used in this Form N-4 have the same meaning as in the Investment Company Act or the related rules, unless otherwise indicated. As used in this Form N-4, the terms set out below have the following meanings:

"Class" means a class of a Contract that varies principally with respect to distribution-related fees and expenses.

"Contract" means any accumulation contract or annuity contract, any portion thereof, or any unit of interest or participation therein issued by an Insurance Company that offers Index-Linked Options, Variable Options, and/or Fixed Options, as applicable, pursuant to the registration statement prepared on this Form.

"Contract Adjustment" means a positive or negative adjustment made to the value of the Contract by the Insurance Company if amounts are withdrawn from an Investment Option or from the Contract before the end of a specified period. This adjustment may be based on calculations using a predetermined formula, or a change in interest rates, or some other factor or benchmark.

"Crediting Period" means the period of time over which an Index's performance is measured, subject to applicable limits on Index gains and losses, to determine the amount of positive or negative interest that will be credited to an Index-Linked Option at the end of the period.

"Fixed Option" means an Investment Option under the Contract pursuant to which the value of the Contract, either during an accumulation period or after annuitization, or both, will earn interest at a rate specified by the Insurance Company, subject to a minimum guaranteed rate under the Contract. The term Fixed Option includes Fixed Options that are subject to a Contract Adjustment.

"Index" or "Indexes" means any index, rate, or benchmark (such as a registered exchange-traded fund that tracks an index) used in the calculation of positive or negative interest credited to an Index-Linked Option.

"Index-Linked Option" means an Investment Option offered under any Contract, pursuant to which the value of the Contract, either during an accumulation period or after annuitization, or both, will earn positive or negative interest based, in part, on the performance of a specified Index.

"Insurance Company" means the insurance company issuing the Contract, which company is subject to state supervision. The Insurance Company may be the depositor or sponsor of any Registered Separate Account in which the Contract participates. If there is more than one Insurance Company, the information called for in this Form about the Insurance Company shall be provided for each Insurance Company.

"Investment Option" means a Fixed Option, an Index-Linked Option, and/or a Variable Option, as applicable.

"Platform Charge" means any fee charged by the Insurance Company to make a Portfolio Company available in connection with a Variable Option under the Contract, and that varies solely on the basis of the Portfolio Company selected.

"Portfolio Company" means any investment company in which the Registered Separate Account invests and which may be selected by the investor in connection with a Variable Option.

“Registered Separate Account” means a separate account (as defined in section 2(a)(37) of the Investment Company Act [15 U.S.C. 80a-2(a)(37)]) in which the Contract participates with respect to Variable Options offered under the Contract.

“Registrant” means, as applicable, a Registered Separate Account or the Insurance Company.

“SAI” means the Statement of Additional Information required by Part B of this Form.

“Securities Act” means the Securities Act of 1933 [15 U.S.C. 77a *et seq.*].

“Securities Exchange Act” means the Securities Exchange Act of 1934 [15 U.S.C. 78a *et seq.*].

“Statutory Prospectus” means a prospectus that satisfies the requirements of section 10(a) of the Securities Act [15 U.S.C. 77j(a)].

“Summary Prospectus” has the meaning provided by paragraph (a) of rule 498A under the Securities Act [17 CFR 230.498A(a)].

“Variable Option” means an Investment Option under any Contract pursuant to which the value of the Contract, either during an accumulation period or after annuitization, or both, varies according to the investment experience of a Portfolio Company.

## **B. Filing and Use of Form N-4**

### **1. What is Form N-4 used for?**

Form N-4 is used by all separate accounts organized as unit investment trusts and offering Contracts with Variable Options and all Insurance Companies that offer Contracts with Variable Options, Index-Linked Options, and/or Contract Adjustments to file:

- (a) An initial registration statement under the Investment Company Act and any amendments to the registration statement;
- (b) An initial registration statement required under the Securities Act and any amendments to the registration statement, including amendments required by section 10(a)(3) of the Securities Act [15 U.S.C. 77j(a)(3)]; or
- (c) Any combination of the filings in paragraph (a) or (b).

### **2. What is included in the registration statement?**

- (a) For registration statements or amendments filed under both the Investment Company Act and the Securities Act or only under the Securities Act, include the facing sheet of the Form, Parts A, B, and C, and the required signatures.
- (b) For registration statements or amendments filed only under the Investment Company Act, include the facing sheet of the Form, responses to all Items of Parts A (except Items 1, 4, 5, 9, and 16), B, and C (except Items 27(c), (k), (l), and (m)), and the required signatures.

### **3. What are the fees for Form N-4?**

No registration fees are required with the filing of Form N-4 to register as an investment company under the Investment Company Act or to register securities under the Securities Act. If a filing on Form N-4 is made to register securities under the Securities Act and securities are sold to the public, registration fees must be paid on an ongoing basis after the end of the Registrant’s fiscal year. See section 24(f) [15 U.S.C. 80a-24(f)] and rules 24f-2 [17 CFR 270.24f-2], 456 [17 CFR

230.456], and 457 [17 CFR 230.457].

#### **4. What rules apply to the filing of a registration statement on Form N-4?**

- (a) For registration statements and amendments filed under both the Investment Company Act and the Securities Act or under only the Securities Act, the general rules under the Securities Act, particularly the rules regarding the filing of registration statements in Regulation C [17 CFR 230.400 – 230.498A], apply to the filing of registration statements on Form N-4. Specific requirements concerning investment companies, registered index-linked annuities, and registered market value adjustment annuities appear in rules 480, 488 and 495 - 498A of Regulation C.
- (b) For registration statements and amendments filed only under the Investment Company Act, the general rules under the Investment Company Act, particularly the provisions in rules 8b-1 – 8b-31 [17 CFR 270.8b-1 to 8b-31], apply to the filing of registration statements on Form N-4.
- (c) The plain English requirements of rule 421(d) under the Securities Act [17 CFR 230.421(d)] apply to prospectus disclosure in Part A of Form N-4.
- (d) Regulation S-T [17 CFR 232.10 – 232.501] applies to all filings on the Commission’s Electronic Data Gathering, Analysis, and Retrieval system (“EDGAR”).

### **C. Preparation of the Registration Statement**

#### **1. Administration of the Form N-4 Requirements**

- (a) The requirements of Form N-4 are intended to promote effective communication between the Registrant and prospective investors. A Registrant’s prospectus should clearly disclose the fundamental features and risks of the Contracts, using concise, straightforward, and easy to understand language. A Registrant should use document design techniques that promote effective communication.
- (b) The prospectus disclosure requirements in Form N-4 are intended to elicit information for an average or typical investor who may not be sophisticated in legal or financial matters. The prospectus should help investors to evaluate the risks of an investment and to decide whether to invest in a Contract by providing a balanced disclosure of positive and negative factors. Disclosure in the prospectus should be designed to assist an investor in comparing and contrasting a Contract with other Contracts.
- (c) Responses to the Items in Form N-4 should be as simple and direct as reasonably possible and should include only as much information as is necessary to enable an average or typical investor to understand the particular characteristics of the Contracts. The prospectus should avoid including lengthy legal and technical discussions and simply restating legal or regulatory requirements to which Contracts generally are subject. Brevity is especially important in describing the practices or aspects of the Registrant’s operations that do not differ materially from those of other separate accounts or insurance companies. Avoid excessive detail, technical or legal terminology, and complex language, including the use of formulas as the primary means of communicating certain terms or features of the Contract. Also avoid lengthy sentences and paragraphs that may make the prospectus difficult for investors to understand and detract from its usefulness.
- (d) The requirements for prospectuses included in registration statements on Form N-4 will be administered by the Commission in a way that will allow variances in disclosure or

presentation if appropriate for the circumstances involved while remaining consistent with the objectives of Form N-4.

## 2. Form N-4 is divided into three parts:

- (a) *Part A.* Part A includes the information required in a Registrant's prospectus under section 10(a) of the Securities Act. The purpose of the prospectus is to provide essential information about the Registrant and the Contracts in a way that will help investors to make informed decisions about whether to purchase the securities described in the prospectus. In responding to the Items in Part A, avoid cross-references to the SAI unless otherwise prescribed by the Form. Cross-references within the prospectus are most useful when their use assists investors in understanding the information presented and does not add complexity to the prospectus.
- (b) *Part B.* Part B includes the information required in a Registrant's SAI. The purpose of the SAI is to provide additional information about the Registrant and the Contracts that the Commission has concluded is not necessary or appropriate in the public interest or for the protection of investors to be in the prospectus, but that some investors may find useful. Part B affords the Registrant an opportunity to expand discussions of the matters described in the prospectus by including additional information that the Registrant believes may be of interest to some investors. The Registrant should not duplicate in the SAI information that is provided in the prospectus, unless necessary to make the SAI comprehensible as a document independent of the prospectus.
- (c) *Part C.* Part C includes other information required in a Registrant's registration statement.

## 3. Additional Matters

- (a) *Organization of Information.* Organize the information in the prospectus and SAI to make it easy for investors to understand. Notwithstanding rule 421(a) under the Securities Act [17 CFR 230.421(a)] regarding the order of information required in a prospectus, disclose the information required by Item 2 (Overview of the Contract), Item 3 (Key Information), and Item 4 (Fee Table) in numerical order at the front of the prospectus. Do not precede Items 2, 3, and 4 with any other Item except the Cover Page (Item 1), a glossary, if any (General Instruction C.3.(d)), or a table of contents meeting the requirements of rule 481(c) under the Securities Act [17 CFR 230.481(c)].
- (b) *Other Information.* A Registrant may include, except in response to Items 2 and 3, information in the prospectus or the SAI that is not otherwise required so long as the information is not incomplete, inaccurate, or misleading and does not, because of its nature, quantity, or manner of presentation, obscure or impede understanding of the information that is required to be included. For example, Registrants are free to include in the prospectus financial statements required to be in the SAI, and may include in the SAI financial statements that may be placed in Part C. However, information regarding non-principal risks that is not otherwise required to be in the prospectus must be disclosed in the SAI and not the prospectus, in accordance with Items 5 and 20.
- (c) *Presentation of Information.* To aid investor comprehension, Registrants are encouraged to use, as appropriate, question-and-answer formats, tables, side-by-side comparisons, captions, bullet points, numeric examples, illustrations or similar presentation methods. For example, such presentation methods would be appropriate when presenting disclosure for similar Contract features, prospectuses describing multiple Contracts, or the operation of optional benefits or annuitization.



(d) *Use of Terms.*

- (i) *Definitions.* Define the special terms used in the prospectus (e.g., accumulation unit, participant, Crediting Period, etc.) in any presentation that clearly conveys meaning to investors. If the Registrant elects to include a glossary or list of definitions, only special terms used throughout the prospectus must be defined or listed. If a special term is used in only one section of the prospectus, it may be defined there (and need not be included in any glossary or list of definitions that the Registrant includes).
- (ii) *Alternate Terminology.* A Registrant may use alternate terminology other than that used in the form so long as the terminology used by the Registrant clearly conveys the meaning of, or provides comparable information as, the terminology included in the form.

(e) *Use of Form N-4 to Register Multiple Contracts*

- (i) A single prospectus may describe multiple Contracts that are essentially identical. Whether the prospectus describes Contracts that are “essentially identical” will depend on the facts and circumstances. For example, a Contract that does not offer optional benefits would not be essentially identical to one that does for a charge. Similarly, group and individual Contracts would not be essentially identical. However, Contracts that vary only due to state regulatory requirements would be essentially identical.
  - (A) Paragraph (a) of General Instruction C.3 requires Registrants to disclose the information required by Items 2, 3, and 4 in numerical order at the front of the prospectus and generally not to precede the Items with other information. As a general matter, Registrants providing disclosure in a single prospectus for more than one Contract, may depart from the requirement of paragraph (a) as necessary to present the required information clearly and effectively (although the order of information required by each Item must remain the same). For example, the prospectus may present all of the Item 2 information for the Contracts, followed by all of the Item 3 information for several Contracts (e.g., by providing several Key Information Tables sequentially or by providing a single Key Information Table containing separate disclosures for each Contract to the extent that such disclosures would vary by Contract), and followed by all of the Item 4 information for the Contracts. Alternatively, the prospectus may present Items 2, 3, and 4 for each of several Contracts sequentially. Other presentations also would be acceptable if they are consistent with the Form’s intent to disclose the information required by Items 2, 3, and 4 in a standard order at the beginning of the prospectus. Registrants that present Items 2, 3, and 4 for each of several Contracts sequentially or that utilize another presentation should consider whether investors might benefit from a brief explanation about how the information in the prospectus is presented, such as headings for each contract in the prospectus’ table of contents and/or a brief narrative at the beginning of the prospectus explaining the presentation. Registrants are encouraged to present information in a manner that limits repetition.
  - (B) The Registrant should generally include appropriate titles, headings, or any other information to promote clarity and facilitate understanding regarding which disclosures apply to which Contract, if such disclosures would vary based on the Contract.
- (ii) Multiple prospectuses may be combined in a single registration statement on Form N-4

when the prospectuses describe Contracts that are substantially similar. For example, a Registrant could determine it is appropriate to include multiple prospectuses in a registration statement in the following situations: (i) the prospectuses describe the same Contract that is sold through different distribution channels; (ii) the prospectuses describe Contracts that differ only with respect to Portfolio Companies offered; or (iii) the prospectuses describe both the original and a modified version of the same Contract (where the “modified” version differs in the features or options that the Registrant offers under that Contract).

- (f) **Dates.** Rule 423 under the Securities Act [17 CFR 230.423] applies to the dates of the prospectus and the SAI. The SAI should be made available at the same time that the prospectus becomes available for purposes of rules 430 and 460 under the Securities Act [17 CFR 230.430 and 230.460].
- (g) **Sales Literature.** A Registrant may include sales literature in the prospectus so long as the amount of this information does not add substantial length to the prospectus and its placement does not obscure essential disclosure.
- (h) **Interactive Data File**
  - (i) An Interactive Data File (see rule 232.11 of Regulation S-T [17 CFR 232.11]) is required to be submitted to the Commission in the manner provided by rule 405 of Regulation S-T [17 CFR 232.405] for any registration statement or post-effective amendment thereto on Form N-4 that includes or amends information provided in response to Items 2(b)(2), 2(d), 3, 4, 5, 6(a) (instruction), 6(d), 6(e), 7(e), 10, 17, 26(c), or 31A with regard to Contracts that are being sold to new investors.
    - (A) Except as required by paragraph (h)(i)(B), the Interactive Data File must be submitted as an amendment to the registration statement to which the Interactive Data File relates. The amendment must be submitted on or before the date the registration statement or post-effective amendment that contains the related information becomes effective.
    - (B) In the case of a post-effective amendment to a registration statement filed pursuant to paragraphs (b)(1)(i), (ii), (v), (vi), or (vii) of rule 485 under the Securities Act [17 CFR 230.485(b)], the Interactive Data File must be submitted either with the filing, or as an amendment to the registration statement to which the Interactive Data Filing relates that is submitted on or before the date the post-effective amendment that contains the related information becomes effective.
  - (ii) An Interactive Data File is required to be submitted to the Commission in the manner provided by rule 405 of Regulation S-T for any form of prospectus filed pursuant to paragraphs (c) or (e) of rule 497 under the Securities Act [17 CFR 230.497(c) or (e)] that includes information provided in response to Items 2(b)(2), 2(d), 3, 4, 5, 6(a) (instruction), 6(d), 6(e), 7(e), 10, 17, 26(c), or 31A that varies from the registration statement with regard to Contracts that are being sold to new investors. The Interactive Data File must be submitted with the filing made pursuant to rule 497.
  - (iii) The Interactive Data File must be submitted in accordance with the specifications in the EDGAR Filer Manual, and in such a manner that will permit the information for each Contract, and, for any information that does not relate to all of the Classes in a filing, each Class of the Contract to be separately identified.

- (i) *Website Addresses.* Any website address included in an electronic version of the Statutory Prospectus must include an active hyperlink or other means of facilitating access that leads directly to the relevant website address. This requirement does not apply to an electronic Statutory Prospectus filed on the EDGAR system.

## **D. Incorporation by Reference**

### **1. General Requirements**

All incorporation by reference must comply with the requirements of this Form and the following rules on incorporation by reference: rule 411 under the Securities Act [17 CFR 230.411] (general rules on incorporation by reference in a prospectus); rule 303 of Regulation S-T [17 CFR 232.303] (specific requirements for electronically filed documents); and rule 0-4 under the Investment Company Act [17 CFR 270.0-4] (additional rule on incorporation by reference for investment companies). In general, a Registrant may incorporate by reference, in the answer to any item of Form N-4 not required to be in the prospectus, any information elsewhere in the registration statement or in other statements, applications, or reports filed with the Commission.

### **2. Specific Rules for Incorporation by Reference in Form N-4:**

- (a) A Registrant may not incorporate by reference into a prospectus information that Part A of this Form requires to be included in a prospectus, except as specifically permitted by Part A of the Form.
- (b) A Registrant may incorporate by reference any or all of the SAI into the prospectus (but not to provide any information required by Part A to be included in the prospectus) without delivering the SAI with the prospectus.
- (c) A Registrant may incorporate by reference into the SAI or its response to Part C information that Parts B and C require to be included in the Registrant's registration statement.

## PART A - INFORMATION REQUIRED IN A PROSPECTUS

### Item 1. Front and Back Cover Pages

- (a) *Front Cover Page*. Include the following information on the outside front cover page of the prospectus:
- (1) The Registered Separate Account's name.
  - (2) The Insurance Company's name.
  - (3) The types of Contracts offered by the prospectus (e.g., group, individual, single premium immediate, flexible premium deferred).
  - (4) The name of the Contract and the Class or Classes, if any, to which the Contract relates.
  - (5) The types of Investment Options offered under the Contract, and a cross-reference to the prospectus appendix providing additional information about each option.
  - (6) A statement that the Contract is a complex investment and involves risks, including potential loss of principal. For a Contract with Index-Linked Options:
    - (a) Prominently state as a percentage the maximum amount of loss an investor could experience from negative Index performance after taking into account the current limits on Index loss provided under the Contract. The Insurance Company may provide a range of the maximum amount of loss if the Contract offers different limits on Index loss. Prominently disclose any minimum limits on Index losses that will always be available under the Contract or, alternatively, prominently state that the Insurance Company does not guarantee that the Contract will always offer Index-Linked Options that limit Index losses, which would mean risk of loss of the entire amount invested; and
    - (b) Prominently state that the Insurance Company limits the amount an investor can earn on an Index-Linked Option. Prominently state, for each type of limit offered (e.g., cap, participation rate, etc.), the lowest limit on Index gains that may be established under the Contract.
  - (7) A statement that the Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash. Briefly state that withdrawals could result in surrender charges, negative Contract Adjustments, taxes, and tax penalties, as applicable. Prominently state as a percentage the maximum potential loss resulting from a negative Contract Adjustment, if applicable.
  - (8) A statement that the Insurance Company's obligations under the Contract are subject to its financial strength and claims-paying ability.
  - (9) The date of the prospectus.
  - (10) The statement required by rule 481(b)(1) under the Securities Act [17 CFR 230.481(b)(1)].

- (11) The statement that additional information about certain investment products, including [type of Contract], has been prepared by the Securities and Exchange Commission's staff and is available at [Investor.gov](http://Investor.gov).
- (12) If applicable, the legend: "If you are a new investor in the Contract, you may cancel your Contract within 10 days of receiving it without paying fees or penalties[, although we will apply the Contract Adjustment]. In some states, this cancellation period may be longer. Upon cancellation, you will receive either a full refund of the amount you paid with your application or your total Contract value. You should review this prospectus, or consult with your investment professional, for additional information about the specific cancellation terms that apply."

*Instruction.* A Registrant may include on the front cover page any additional information, subject to the requirements of General Instruction C.3.(b) and (c).

(b) *Back Cover Page.* Include the following information on the outside back cover page of the prospectus:

- (1) A statement that the SAI includes additional information about the Registrant. Explain that the SAI is available, without charge, upon request, and explain how investors may make inquiries about their Contracts. Provide a toll-free (or collect) telephone number for investors to call to request the SAI, to request other information about the Contracts, and to make investor inquiries.

*Instructions.*

1. A Registrant may indicate, if applicable, that the SAI and other information are available on its website and/or by email request.
  2. A Registrant may indicate, if applicable, that the SAI and other information are available from an insurance agent or financial intermediary (such as a broker-dealer or bank) through which the Contracts may be purchased or sold.
  3. When a Registrant (or an insurance agent or financial intermediary through which Contracts may be purchased or sold) receives a request for the SAI, the Registrant (or insurance agent or financial intermediary) must send the SAI within 3 business days of receipt of the request, by first-class mail or other means designed to ensure equally prompt delivery.
- (2) A statement whether and from where information is incorporated by reference into the prospectus as permitted by General Instruction D. Unless the information is delivered with the prospectus, explain that the Registrant will provide the information without charge, upon request (referring to the telephone number provided in response to paragraph (b)(1)).

*Instruction.* The Registrant may combine the information about incorporation by reference with the statements required under paragraph (b)(1).

- (3) A statement that reports and other information about the Registered Separate Account, and, if applicable, the Insurance Company, are available on the Commission's website at <http://www.sec.gov>, and that copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: [publicinfo@sec.gov](mailto:publicinfo@sec.gov).
- (4) The EDGAR contract identifier for the Contract on the bottom of the back cover page in type size smaller than that generally used in the prospectus (e.g., 8-point modern type).

## Item 2. Overview of the Contract

Provide a concise description of the Contract including the following information:

(a) *Purpose.* Briefly describe the purpose(s) of the Contract (e.g., to help the investor accumulate assets through an investment portfolio, to provide or supplement the investor's retirement income, to provide death and/or other benefits). State for whom the Contract may be appropriate (e.g., by discussing a representative investor's time horizon, liquidity needs, and financial goals).

(b) *Phases of Contract.* Briefly describe the accumulation (savings) phase and annuity (income) phase of the Contract.

(1) This discussion should include a brief overview of the Investment Options available under the Contract.

### *Instructions.*

1. Prominently disclose that additional information about each Investment Option is provided in an appendix to the prospectus and provide a cross-reference to the appendix.
2. A detailed explanation of the Registered Separate Account, Portfolio Companies, Indexes, and Investment Options is not necessary and should be avoided.

(2) With respect to any Index-Linked Option currently offered under the Contract, include the following information.

- (i) State that the Insurance Company will credit positive or negative interest at the end of a Crediting Period to amounts allocated to an Index-Linked Option based, in part, on the performance of the Index.
- (ii) Disclose that an investor could lose a significant amount of money if the Index declines in value.
- (iii) Briefly explain that the Insurance Company limits the negative Index return used in calculating interest credited to an Index-Linked Option at the end of its Crediting Period. Briefly describe the manner(s) in which the Insurance Company limits negative returns through the use of a floor, buffer, or some other rate or measure. Provide an example of how such rate could operate to limit a negative Index return (e.g., "if the Index return is -25% and the buffer rate is -10%, we will credit -15% (the amount that exceeds the buffer rate) at the end of the Crediting Period, meaning your Contract value will decrease by 15%"). Prominently disclose any minimum limits on Index losses that will always be available under the Contract or, alternatively, prominently state that the Insurance Company does not guarantee that the Contract will always offer Index-Linked Options that limit Index losses.
- (iv) Briefly explain that the Insurance Company limits the positive Index return used in calculating interest credited to an Index-Linked Option at the end of its Crediting Period. Briefly describe the manner(s) in which the Insurance Company limits positive returns through the use of a cap, participation rate, or some other rate or measure. Provide an example of how such rate could operate to limit a positive Index return (e.g., "if the Index

return is 12% and the cap rate is 4%, we will credit 4% in interest at the end of the Crediting Period, meaning your Contract value will increase by 4%"). Prominently state, for each type of limit offered (e.g., cap, participation rate, etc.), the lowest limit on Index gains that may be established under the Contract.

(3) State, if applicable, that if an investor annuitizes, the investor will receive a stream of income payments, however (i) the investor will be unable to make withdrawals, and (ii) death benefits and living benefits will terminate.

(c) *Contract Features.* Summarize the Contract’s primary features, including death benefits, withdrawal options, loan provisions, and Contract benefits. If applicable, state that the investor will incur an additional fee for selecting a particular benefit.

(d) *Contract Adjustment.* If applicable, state that an investor could lose a significant amount of money due to the Contract Adjustment if amounts are removed from an Investment Option or from the Contract prior to the end of a specified period. Briefly describe transactions subject to a Contract Adjustment.

**Item 3. Key Information**

Include the following information:

*Important Information You Should Consider About the [Contract]*

<b>FEES, EXPENSES, AND ADJUSTMENTS</b>	
Are There Charges or Adjustments for Early Withdrawals?	
Are There Transaction Charges?	
Are There Ongoing Fees and Expenses?	
<b>RISKS</b>	
Is There a Risk of Loss from Poor Performance?	
Is this a Short-Term Investment?	
What Are the Risks Associated with the Investment Options?	

What Are the Risks Related to the Insurance Company?	
<b>RESTRICTIONS</b>	
Are There Restrictions on the Investment Options?	
Are There any Restrictions on Contract Benefits?	
<b>TAXES</b>	
What Are the Contract's Tax Implications?	
<b>CONFLICTS OF INTEREST</b>	
How Are Investment Professionals Compensated?	
Should I Exchange My Contract?	

*Instructions.*

1. *General.*

- (a) Disclose the required information in the tabular presentation(s) reflected herein, in the order specified. A Registrant may exclude any disclosures that are not applicable, or modify any of the statements required to be included, so long as the modified statement contains comparable information. Notwithstanding this instruction and General Instruction C.3.(d)(ii), the title, headings, and sub-headings for this tabular presentation may not be modified or substituted with alternate terminology unless otherwise provided.
- (b) Provide cross-references to the location in the Statutory Prospectus where the subject matter is described in greater detail. Cross-references in electronic versions of the Summary Prospectus and/or Statutory Prospectus should link directly to the location in the Statutory Prospectus where the subject matter is discussed in greater detail, or should provide a means of facilitating access to that information through equivalent methods or technologies. The cross-reference should be adjacent to the relevant disclosure, either within the table row, or presented in an additional table column.
- (c) All disclosures provided in response to this Item should be short and succinct, consistent with the limitations of a tabular presentation.
- (d) All disclosures provided in this tabular presentation also must be presented in a question and



answer format. Unless the context otherwise requires, when answering a question presented on a given row of the table, begin the response with “Yes” or “No” in bold text.

## 2. Fees, Expenses, and Adjustments.

- (a) *Are There Charges or Adjustments for Early Withdrawals?* Include a statement that if the investor withdraws money from the Contract within [x] years following the investor’s last purchase payment, the investor will be assessed a surrender charge. Include in this statement the maximum surrender charge (as a percentage of [purchase payment or amount surrendered]), and the maximum number of years that a surrender charge may be assessed since the last purchase payment under the Contract. Provide an example of the maximum surrender charge an investor could pay (in dollars) under the Contract assuming a \$100,000 investment (e.g., “[i]f you make an early withdrawal, you could pay a surrender charge of up to \$9,000 on a \$100,000 investment. This loss will be greater if there is a negative Contract Adjustment, taxes, or tax penalties.”).

If applicable, include a statement that if all or a portion of Contract value is removed from an Investment Option or from the Contract before the expiration of a specified period, the Insurance Company will apply a Contract Adjustment, which may be negative. Include in this statement the maximum potential loss (as a percentage of the investment) resulting from a negative adjustment (e.g., “[y]ou could lose up to XX% of your investment due to the contract adjustment”). Provide an example of the maximum negative adjustment that could be applied (in dollars) assuming a \$100,000 investment (e.g., “[i]f you allocate \$100,000 to an investment option with a 3-year Crediting Period and later withdraw the entire amount before the 3 years have ended, you could lose up to \$90,000 of your investment. This loss will be greater if you also have to pay a surrender charge, taxes, and tax penalties.”). Provide a brief narrative description of the Contract transactions subject to the Contract Adjustment (e.g., withdrawals, surrender, annuitization, etc.).

- (b) *Are There Transaction Charges?* State that in addition to surrender charges and Contract Adjustments (if applicable), the investor may also be charged for other transactions, and provide a brief narrative description of the types of such charges (e.g., front-end loads, charges for transferring cash value between Investment Options, charges for wire transfers, etc.).

- (c) *Are There Ongoing Fees and Expenses?*

Include the following information, in the order specified:

- (i) *Minimum and Maximum Annual Fee Table.*

- (A) The legend: “The table below describes the fees and expenses that you may pay *each year*, depending on the Investment Options and optional benefits you choose. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected.”

- (B) Provide Minimum and Maximum Annual Fees in substantially the following tabular format, in the order specified.

<b>Annual Fee</b>	<b>Minimum</b>	<b>Maximum</b>
Base Contract (varies by Contract Class)	[ ]%	[ ]%
Portfolio Company fees and expenses	[ ]%	[ ]%
Optional benefits available for an additional charge (for a single optional benefit, if elected)	[ ]%	[ ]%

- (C) Explain, in a parenthetical or footnote to the table or each caption, the basis for each percentage (e.g., % of separate account value or benefit base, or % of net asset value).
- (D) Calculate Base Contract fees by dividing the total amount of Base Contract fees (including dollar-based Contract expenses) collected during the year that are attributable to the Contract by the total average net assets that are attributable to the Contract.
- (E) If the Insurance Company offers multiple Portfolio Companies under the Contract, it should disclose the minimum and maximum “Annual Portfolio Company Expenses” calculated in accordance with Item 3 of Form N-1A [17 CFR §§ 239.15A and 274.11A] (before expense reimbursements or fee waiver arrangements). If the Insurance Company charges a Platform Charge to make any of the Portfolio Companies available as investment options under the Contract, the Insurance Company should include the maximum Platform Charge associated with each Portfolio Company when calculating minimum and maximum Annual Portfolio Company Expenses.
- (F) The Minimum Annual Fee means the lowest current fee for each annual fee category (i.e., the least expensive Contract Class, the lowest Portfolio Company Total Annual Operating Expenses, and the least expensive optional benefit available for an additional charge). The Maximum Annual Fee means the highest current fee for each annual fee category (i.e., the most expensive Contract Class, the highest Portfolio Company Total Annual Operating Expenses, and the most expensive optional benefit available for an additional charge).
- (G) For Contracts that offer Index-Linked Options and impose ongoing fees and expenses on the Index-Linked Options, Variable Options, and/or Fixed Options, precede the table with a prominent statement explaining that: (1) there is an implicit ongoing fee on Index-Linked Options to the extent that an investor’s participation in Index gains is limited by the Insurance Company through the use of a cap, participation rate, or some other rate or measure; (2) this means that the investor’s returns may be lower than the Index’s returns; (3) in return for accepting this limit on Index gains, an investor will receive some protection from Index losses; and (4) this implicit ongoing fee is not reflected in the tables below.

(ii) *Lowest and Highest Annual Cost Table.*

- (A) The legend: “Because your Contract is customizable, the choices you make affect how much you will pay. To help you understand the cost of owning your Contract, the following table shows the lowest and highest cost you could pay *each year*, based on current charges. This estimate assumes that you do not take withdrawals from the Contract, **which could add surrender charges and negative Contract Adjustments that substantially increase costs.**”
- (B) Provide Lowest and Highest Annual Costs in substantially the following tabular format, in the order specified.

Lowest Annual Cost: \$[ ]	Highest Annual Cost: \$[ ]
Assumes: <ul style="list-style-type: none"><li>• Investment of \$100,000</li><li>• 5% annual appreciation</li><li>• Least expensive combination of Contract Classes and Portfolio Company fees and expenses</li><li>• No optional benefits</li><li>• No sales charges</li><li>• No additional purchase payments, transfers or withdrawals</li></ul>	Assumes: <ul style="list-style-type: none"><li>• Investment of \$100,000</li><li>• 5% annual appreciation</li><li>• Most expensive combination of Contract Classes, optional benefits, and Portfolio Company fees and expenses</li><li>• No sales charges</li><li>• No additional purchase payments, transfers or withdrawals</li></ul>

- (C) Calculate the Lowest and Highest Annual Cost estimates in the following manner:
- a. Calculate the dollar amount of fees that would be assessed based on the assumptions described in the table above for each of the first 10 Contract years.
  - b. Total each year’s fees (discounted to the present value using a 5% annual discount rate) and divide by 10 to calculate the estimated dollar amounts that are required to be set forth in the table above.
  - c. Sales loads, other than ongoing sales charges, should be excluded from the Lowest and Highest Annual Cost estimates.
  - d. Amounts of any bonus payment should be excluded from the Lowest and Highest Annual Cost estimates.
  - e. Unless otherwise provided, the least and most expensive combination of Contract Classes, Portfolio Company fees and expenses, and optional benefits should be based on the disclosures provided in the Example in Item 4. If a different combination of Contract Classes, Annual Portfolio Company Expenses, and/or

optional benefits would result in different Minimum or Maximum fees in different years, use the least expensive and most expensive combination of Contract Classes, Annual Portfolio Company Expenses, and optional benefits each year.

- (iii) For Contracts that offer Index-Linked Options and that do not impose any ongoing fees and expenses under the Contract, prominently state, in lieu of the disclosure required by Instructions 2(c)(i) and (ii), that (1) there is an implicit ongoing fee on Index-Linked Options to the extent that an investor's participation in index gains is limited by the Insurance Company through the use of a cap, participation rate, or some other rate or measure; (2) this means that the investor's returns may be lower than the Index's returns; and (3) in return for accepting this limit on Index gains, an investor will receive some protection from Index losses.

### 3. Risks.

- (a) *Is There a Risk of Loss from Poor Performance?* State that an investor can lose money by investing in the Contract. For a Contract with Index-Linked Options, prominently state as a percentage the maximum amount of loss an investor could experience from negative Index performance after taking into account the current limits on Index loss provided under the Contract. The Insurance Company may provide a range of the maximum amount of loss if the Contract offers different limits on Index loss. Prominently disclose any minimum limits on Index losses that will always be available under the Contract or, alternatively, prominently state that the Insurance Company does not guarantee that the Contract will always offer Index-Linked Options that limit Index losses, which would mean risk of loss of the entire amount invested.
- (b) *Is This a Short-Term Investment?* State that a Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash, accompanied by a brief explanation. State that amounts withdrawn from the Contract may result in surrender charges, taxes, and tax penalties. If applicable, state that amounts removed from an Investment Option or from the Contract before the end of a specified period may also result in a negative Contract Adjustment and loss of positive Index performance.

For Investment Options that mature at the end of a specified period, state that Contract value will be reallocated at the end of the period according to the investor's instructions, and disclose the default reallocation in the absence of such instructions.

- (c) *What Are the Risks Associated with the Investment Options?* State that an investment in the Contract is subject to the risk of poor investment performance and can vary depending on the performance of the Investment Options available under the Contract (e.g., Portfolio Companies, if a Variable Option, or the Index, if an Index-Linked Option), that each Investment Option (including any Fixed Option) will have its own unique risks, and that the investor should review the available Investment Options before making an investment decision. For Index-Linked Options, also state that:
- (A) The cap, participation rate, or some other rate or measure, as applicable, will limit positive Index returns (e.g., limited upside). Provide an example for each type of limit imposed under the Contract (e.g., "if the Index return is 12% and the cap rate is 4%, we will credit

4% in interest at the end of the Crediting Period”), and prominently state that this may result in the investor earning less than the Index return;

- (B) The floor, buffer, or some other rate or measure, as applicable, will limit negative Index returns (e.g., limited protection in the case of market decline). Provide an example for each type of limit imposed under the Contract (e.g., “if the Index return is -25% and the buffer rate is -10%, we will credit -15% (the amount that exceeds the buffer rate) at the end of the Crediting Period”); and
- (C) If applicable, the Index is a “price return index,” not a “total return index,” and therefore does not reflect dividends paid on the securities composing the Index, and/or the Index deducts fees and costs when calculating Index performance. In these cases, state that this will reduce the Index return and will cause the Index to underperform a direct investment in the securities composing the Index.
- (d) *What Are the Risks Related to the Insurance Company?* State that an investment in the Contract is subject to the risks related to the Insurance Company, including that any obligations (including under any Fixed Options and Index-Linked Options), guarantees, or benefits are subject to the claims-paying ability of the Insurance Company. Further state that more information about the Insurance Company, including if applicable its financial strength ratings, is available upon request, and indicate how such requests can be made (e.g., via toll-free telephone number).

*Instruction.* A Registrant may include the Insurance Company’s financial strength rating(s) and omit the portion of the disclosures regarding the availability of the Insurance Company’s financial strength ratings specified by the last sentence of Instruction 3.(d).

#### 4. *Restrictions.*

- (a) *Are There Limits on the Investment Options?* State whether there are any restrictions that may limit the Investment Options that an investor may choose, as well as any limitations on the transfer of Contract value among Investment Options. State any reservation of rights by the Insurance Company or the Registered Separate Account under the Contract, including if applicable, the right to remove or substitute Portfolio Companies, add or remove Index-Linked Options and change the features of an Index-Linked Option from one Crediting Period to the next, including the Index and the current limits on Index gains and losses (subject to any contractual minimum guarantees), substitute the Index of an Index-Linked Option during its Crediting Period, and stop accepting additional purchase payments.
- (b) *Are There Any Restrictions on Contract Benefits?* State whether there are any restrictions or limitations relating to benefits offered under the Contract (e.g., death benefits, living benefits, Contract loans, performance “locks” relating to the Contract Adjustment, etc.), and/or whether a benefit may be modified or terminated by the Insurance Company. If applicable, state that withdrawals that exceed limits specified by the terms of a Contract benefit may affect the availability of the benefit by reducing the benefit by an amount greater than the value withdrawn, and/or could terminate the benefit.

#### 5. *Taxes—What are the Contract’s Tax Implications?* State that an investor should consult with a tax professional to determine the tax implications of an investment in and purchase payments

received under the Contract, and that there is no additional tax benefit to the investor if the Contract is purchased through a tax-qualified plan or individual retirement account (IRA). Explain that withdrawals will be subject to ordinary income tax and may be subject to tax penalties.

#### 6. *Conflicts of Interest.*

- (a) *How Are Investment Professionals Compensated?* State that some investment professionals may receive compensation for selling the Contract to investors, and briefly describe the basis upon which such compensation is typically paid (e.g., commissions, revenue sharing, compensation from affiliates and third parties). State that these investment professionals may have a financial incentive to offer or recommend the Contract over another investment.
- (b) *Should I Exchange My Contract?* State that some investment professionals may have a financial incentive to offer an investor a new contract in place of the one the investor already owns, and that an investor should only exchange their contract if the investor determines, after comparing the features, fees, and risks of both contracts, and any fees or penalties to terminate the existing contract, that it is preferable for the investor to purchase the new contract rather than continue to own the existing contract.

*Instruction.* A Registrant may omit these line-items if neither the Registrant nor any of its related companies pay financial intermediaries for the sale of the Contract or related services.

#### Item 4. Fee Table

Include the following information:

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

The first table describes the fees and expenses that you will pay at the time that you buy the Contract, surrender or make withdrawals from an Investment Option or from the Contract, or transfer Contract value between Investment Options. State premium taxes may also be deducted.

##### Transaction Expenses

Sales Load Imposed on Purchases (as a percentage of purchase payments)	___%
Deferred Sales Load (or Surrender Charge) (as a percentage of purchase payments or amount surrendered, as applicable)	___%
Transfer Fee	___%

The next table describes the adjustments, in addition to any transaction expenses, that apply if all or a portion of the Contract value is removed from an Investment Option or from the Contract before the expiration of a specified period.

### Adjustments

Contract Adjustment Maximum Potential Loss (as a percentage of Contract value at the start of the Crediting Period or amount withdrawn, as applicable) \_\_\_%

The next table describes the fees and expenses that you will pay *each year* during the time that you own the Contract (not including Portfolio Company fees and expenses).

If you choose to purchase an optional benefit, you will pay additional charges, as shown below.

### Annual Contract Expenses

Administrative Expenses	\$__
Base Contract Expenses (as a percentage of average account value or Contract value)	___%
Optional Benefit Expenses (as a percentage of benefit base or other (e.g., average account value))	___%

In addition to the fees described above, we limit the amount you can earn on [certain of] the Index-Linked Options. This means your returns may be lower than the Index's returns. In return for accepting this limit on Index gains, you will receive some protection from Index losses.

The next item shows the minimum and maximum total operating expenses charged by the Portfolio Companies that you may pay periodically during the time that you own the Contract. Expenses shown may change over time and may be higher or lower in the future. These amounts also include applicable Platform Charges if you choose to invest in certain Portfolio Companies. A complete list of Portfolio Companies available under the Contract, including their annual expenses, may be found at the back of this document.

### Annual Portfolio Company Expenses

	<u>Minimum</u>	<u>Maximum</u>
(expenses that are deducted from Portfolio Company assets, including management fees, distribution and/or service (12b-1) fees, and other expenses)	___%	___%

### Example

This Example is intended to help you compare the cost of investing in the Variable Options with the cost of investing in other annuity contracts that offer variable options. These costs include transaction expenses, annual Contract expenses, and Annual Portfolio Company Expenses.

The Example assumes all Contract value is allocated to the Variable Options. The Example does not

reflect the Contract Adjustment. Your costs could differ from those shown below if you invest in Index-Linked Options or Fixed Options.

The Example assumes that you invest \$100,000 in the Variable Options for the time periods indicated. The Example also assumes that your investment has a 5% return each year and assumes the most expensive combination of Annual Portfolio Company Expenses and optional benefits available for an additional charge. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

	1 year	3 years	5 years	10 years
If you surrender your Contract at the end of the applicable time period:	\$___	\$___	\$___	\$___
If you annuitize at the end of the applicable time period:	\$___	\$___	\$___	\$___
If you do <i>not</i> surrender your Contract:	\$___	\$___	\$___	\$___

### Instructions

1. Include the narrative explanations in the order indicated. A Registrant may modify a narrative explanation if the explanation contains comparable information to that shown, and may omit a narrative explanation that is not applicable under the Contract.
2. Assume that the Contract is owned during the accumulation period for purposes of the table (including the Example). If an annuitant would pay different fees or be subject to different expenses, disclose this in a brief narrative and provide a cross-reference to those portions of the prospectus describing these fees.
3. A Registrant may omit captions if the Registrant does not charge or reserve the right to charge the fees or expenses covered by the captions.
4. Round all dollar figures to the nearest dollar and all percentages to the nearest hundredth of one percent.
5. In the Transaction Expenses, Adjustments, and Annual Contract Expenses tables, the Registrant must disclose the maximum guaranteed charge, unless a specific instruction directs otherwise. If a fee other than a Contract Adjustment is calculated based on a benchmark (e.g., a fee that varies according to volatility levels or Treasury yields), the Registrant must also disclose the maximum guaranteed charge as a single number. The Registrant may disclose the current charge, in addition to the maximum charge, if the disclosure of the current charge is no more



prominent than, and does not obscure or impede understanding of, the disclosure of the maximum charge. In addition, the Registrant may include in a footnote to the table a tabular, narrative, or other presentation providing further detail regarding variations in the charge. For example, if deferred sales charges decline over time, the Registrant may include in a footnote a presentation regarding the scheduled reductions in the deferred sales charges.

6. Provide a separate fee table (or separate column within the table) for each Contract offered by the prospectus that has different fees.
7. For a Contract with more than one Class, provide a separate response for each Class.

#### *Transaction Expenses*

8. "Sales Load Imposed on Purchases" includes the maximum sales load imposed upon purchase payments and may include a tabular presentation, within the larger table, of the range of such sales loads.
9. "Deferred Sales Load" includes the maximum contingent deferred sales load (or surrender charge), expressed as a percentage of the original purchase price or amount surrendered, and may include a tabular presentation, within the larger table, of the range of contingent deferred sales loads over time.
10. "Transfer Fee" includes the maximum fee charged for any exchange or transfer of Contract value between Investment Options or from the Registered Separate Account to another investment company or from the Registered Separate Account to the insurance company's general account. The Registrant may include a tabular presentation of the range of transfer fees unless such a presentation would be so lengthy as to encumber the larger table, in which case the Registrant should only provide a cross-reference to the narrative portion of the prospectus discussing the transfer fee.
11. If the Registrant (or any other party pursuant to an agreement with the Registrant) charges any other transaction fee, add another caption describing it and list the (maximum) amount or basis on which the fee is deducted.

#### *Adjustments*

12. "Contract Adjustment Maximum Potential Loss" includes the maximum negative Contract Adjustment that may be imposed, expressed as a percentage of Contract value at the start of the Crediting Period or of the amount withdrawn, as applicable. The Registrant should list in a footnote the Contract transactions subject to a Contract Adjustment.

#### *Annual Contract Expenses*

13. Administrative Expenses include any Contract, account, or similar fee imposed on a dollar basis and charged on any recurring basis (e.g., \$50 per year).
14. Base Contract Expenses include mortality and expense risk fees and account fees and expenses. Account fees and expenses include all fees and expenses charged to any Investment Option (except sales loads, mortality and expense risk fees, and optional benefits expenses) that are deducted on a percentage basis.

15. Optional Benefits Expenses include any optional features (e.g., enhanced death benefits and living benefits) offered under the Contract for an additional charge.
16. If the Registrant (or any other party pursuant to an agreement with the Registrant) imposes any other recurring charge (other than Annual Portfolio Company Expenses), add another caption describing it and list the (maximum) amount or basis on which the charge is deducted.

*Annual Portfolio Company Expenses*

17. If a Registrant offers multiple Portfolio Companies, it should disclose the minimum and maximum “Annual Portfolio Company Expenses” for any Portfolio Company calculated in accordance with Item 3 of Form N-1A [17 CFR §§ 239.15A and 274.11A (before expense reimbursements or fee waiver arrangements)]. If the Insurance Company charges a Platform Charge to make any of the Portfolio Companies available as investment options under the Contract, the Registrant should include the maximum Platform Charge associated with each Portfolio Company when calculating minimum and maximum Annual Portfolio Company Expenses.
18. A Registrant may also reflect, in an additional line-item to the range of Annual Portfolio Company Expenses, minimum and maximum Annual Portfolio Company Expenses calculated in accordance with Item 3 of Form N-1A that include expense reimbursements or fee waiver arrangements that are in place and reflected in the Portfolio Company’s registration statement pursuant to Item 3 of Form N-1A. If the Registrant provides this disclosure, also disclose the period for which the expense reimbursements or fee waiver arrangement is expected to continue, and, if applicable, that it can be terminated at any time at the option of a Portfolio Company. If the Registrant charges a Platform Charge to make any of the Portfolio Companies available as investment options under the Contract, the Registrant should include the current Platform Charge associated with each Portfolio Company when calculating minimum and maximum Annual Portfolio Company Expenses that include expense reimbursements or fee waiver arrangements.

*Example*

19. For purposes of the Example(s) in the table, provide the following for each Variable Option Contract Class:
- (a) Assume that the percentage amounts listed under “Annual Contract Expenses” remain the same in each year of the 1-, 3-, 5-, and 10-year periods;
  - (b) The most expensive combination of Contract features must be shown first. Additional expense presentations are permitted, but not required;
  - (c) Assume the maximum sales load that may be deducted from purchase payments is deducted;
  - (d) For any breakpoint in any fee, assume that the amount of Variable Option (and Portfolio Company) assets remains constant as of the level at the end of the most recently completed fiscal year;
  - (e) Assume no exchanges or other transactions;
  - (f) Reflect any Contract expenses by dividing the total amount of Contract expenses (including dollar-based Contract expenses) collected during the year that are attributable to the Contract by the total average net assets that are attributable to the Contract. Add the resulting

percentage to Base Contract expenses and assume that it remains the same in each year of the 1-, 3-, 5-, and 10-year periods;

- (g) Reflect any deferred sales load (or surrender charge) by assuming a complete surrender on the last day of the year;
- (h) Provide the information required in the second section of the Example only if Variable Option fees upon annuitization are different from those charged upon surrender; and
- (i) Provide the information required in the third section of the Example only if a sales load or other fee is charged upon a complete surrender.

## **Item 5. Principal Risks of Investing in the Contract**

Summarize the principal risks of purchasing a Contract, including as applicable:

- (a) *Market Risk*. Explain the principal risks of investing in an Investment Option, including the risks of negative investment performance and, for a Contract with Index-Linked Options, prominently state as a percentage the maximum amount of loss an investor could experience from negative Index performance after taking into account the current limits on Index loss provided under the Contract. The Insurance Company may provide a range of the maximum amount of loss if the Contract offers different limits on Index loss. Prominently disclose any minimum limits on Index losses that will always be available under the Contract or, alternatively, prominently state that the Insurance Company does not guarantee that the Contract will always offer Index-Linked Options that limit Index losses, which would mean risk of loss of the entire amount invested.
- (b) *Early Withdrawal Risk*. State that Contracts are unsuitable as short-term savings vehicles. Explain the limitations on access to cash value through withdrawals, including, as applicable, surrender charges, negative Contract Adjustments, loss of interest, and the possibility of adverse tax consequences. State the maximum potential loss resulting from a negative Contract Adjustment, as a percentage.
- (c) *Index-Linked Option Risk*. In addition to the potential loss from negative Index performance, describe the principal risks of investing in any Index-Linked Option offered under the Contract. State that an investor is not invested in the Index or in the securities tracked by the Index.

*Instructions*. Include in this discussion, as applicable:

- (1) The principal risks relating to limiting positive Index returns, the possibility of losses despite limits on negative Index returns, interest crediting methodologies, the impact of Contract fees on the amount of interest credited, and the reallocation of Contract value at the end of an Index-Linked Option's Crediting Period,
  - (2) The principal risks associated with the Index, including risks relating to type (e.g., market risk, small-cap risk, foreign securities risk, emerging market risk, etc.), the exclusion of dividends from Index return, and market volatility. Specify which risks relate to each Index offered under the Contract. Describe the principal risks related to the possible substitution of the Index before the end of an Index-Linked Option's Crediting Period.
- (d) *Contract Benefits Risk*. Describe the principal risks associated with any benefits under the

Contract, including the impact of excess withdrawals, if applicable.

- (e) *Insurance Company Risk*. Explain the principal risks associated with the Insurance Company's ability to meet its guarantees under the Contract, including risks relating to its financial strength and claims-paying ability.
- (f) *Contract Changes Risk*. Describe the principal risks relating to any material reservation of rights under the Contract, including if applicable, the right to remove or substitute Portfolio Companies, add or remove Index-Linked Options and change the features of an Index-Linked Option from one Crediting Period to the next, stop accepting additional purchase payments, and impose investment restrictions or limitations on transfers.

## **Item 6. Description of Insurance Company, Registered Separate Account, and Investment Options**

Concisely discuss the organization and operation or proposed operation of the Insurance Company, Registered Separate Account, Variable Options, Index-Linked Options, and Fixed Options. Include the information specified below, as applicable.

(a) *Insurance Company*. Provide the name and address of the Insurance Company. State that the Insurance Company is obligated to pay all amounts promised to investors under the Contracts, subject to its financial strength and claims-paying ability.

*Instruction*. If applicable, indicate that the Insurance Company is relying on the exemption provided by rule 12h-7 under the Securities Exchange Act (17 CFR 240.12h-7).

(b) *Registered Separate Account*. Briefly describe the Registered Separate Account. Include a statement indicating that:

- (1) income, gains, and losses credited to, or charged against, the separate account reflect the separate account's own investment experience and not the investment experience of the Insurance Company's other assets; and
- (2) the assets of the separate account may not be used to pay any liabilities of the Insurance Company other than those arising from the Contracts.

(c) *Variable Options*. Briefly describe the Variable Options currently offered under the Contract, including statements indicating that:

- (1) Contract value allocated to a Variable Option will vary based on the investment experience of the corresponding Portfolio Company in which the Variable Option invests. There is a risk of loss of the entire amount invested.
- (2) Information regarding each Portfolio Company, including (i) its name, (ii) its type (e.g., money market fund, bond fund, balanced fund, etc.) or a brief statement concerning its investment objectives, (iii) its investment adviser and any sub-investment adviser, (iv) current expenses, and (v) performance is available in an appendix to the prospectus, and provide cross-references. State that each Portfolio Company has issued a prospectus that contains more detailed information about the Portfolio Company, and provide instructions regarding how investors may obtain paper or electronic copies.
- (3) Concisely discuss the rights of investors to instruct the Insurance Company on the voting of

shares of the Portfolio Companies, including the manner in which votes will be allocated.

(d) *Index-Linked Options.*

- (1) Describe the Index-Linked Options currently offered under the Contract, including statements indicating that:
  - (i) The Insurance Company will credit positive or negative interest at the end of a Crediting Period to amounts allocated to an Index-Linked Option based, in part, on the performance of the Index. An investment in an Index-Linked Option is not an investment in the Index or in any Index fund.
  - (ii) An investor could lose a significant amount of money if the Index declines in value.
  - (iii) An investor could lose a significant amount of money due to the Contract Adjustment if amounts are removed from an Index-Linked Option prior to the end of its Crediting Period.
  - (iv) The Insurance Company can add or remove Index-Linked Options and change the features of an Index-Linked Option from one Crediting Period to the next, including the Index and the current limits on Index gains and losses (subject to any contractual minimum guarantees).
  - (v) Information regarding the features of each currently offered Index-Linked Option, including (i) its name, (ii) its type (e.g., market Index, exchange-traded fund, etc.), or a brief statement describing the assets that the Index seeks to track (e.g., U.S. large-cap equities), (iii) its Crediting Period, (iv) its Index crediting methodology, (v) its current limit on Index loss, and (vi) its minimum limit on Index gain, is available in an appendix to the prospectus, and provide cross-references.

*Instruction.* This statement may be modified to conform to the table provided in response to Item 17(b).

(2) Describe how interest is calculated and credited for each Index-Linked Option.

- (i) *Limits on Index Losses*
  - (A) State that the Insurance Company will limit the negative Index return used in calculating interest credited to an Index-Linked Option at the end of its Crediting Period. Describe the manner(s) in which the Insurance Company will limit negative returns through the use of a floor, buffer, or some other rate or measure. Provide an example of how such rate could operate to limit a negative Index return (e.g., “if the Index return is -25% and the buffer rate is -10%, we will credit -15% (the amount that exceeds the buffer rate) at the end of the Crediting Period, meaning your Contract value will decrease by 15%”).
  - (B) Disclose the current limit on Index losses for each Index-Linked Option, and state that the current limit on Index losses will not change during an Index-Linked Option’s Crediting Period. Prominently disclose any minimum limits on Index losses that will always be available under the Contract or, alternatively, prominently state that the Insurance Company does not guarantee that the Contract will always offer Index-Linked Options that limit Index losses.

- (C) Describe the factors the Insurance Company considers in determining the current limit on Index losses for an Index-Linked Option, and how that choice may impact other features of the option set by the Insurance Company. Explain what an investor should consider regarding limits on Index losses before selecting an Index-Linked Option for investment.

(ii) *Limits on Index Gains.*

- (A) State that the Insurance Company will limit the positive Index return used in calculating interest credited to an Index-Linked Option at the end of its Crediting Period. Describe the manner(s) in which the Insurance Company will limit positive returns through the use of a cap, participation rate, or some other rate or measure. Provide an example of how such rate could operate to limit a positive Index return (e.g., “if the Index return is 12% and the cap rate is 4%, we will credit 4% in interest at the end of the Crediting Period, meaning your Contract value will increase by 4%”).
- (B) State the current limit on Index gains for each Index-Linked Option, and state that the current limit on Index gains will not change during an Index-Linked Option’s Crediting Period. Prominently state, for each type of limit offered (e.g., cap, participation rate, etc.), the lowest limit on Index gains that may be established under the Contract.

*Instructions.*

1. An insurer may post the current limit on Index gains for each Index-Linked Option on a website that is publicly accessible, free of charge, and incorporate this information by reference into the prospectus. An insurer that relies on this approach must state in the prospectus at the place where the information required by this Item would normally appear that the information about current limits on Index gains is incorporated by reference from [provide website address].
  2. The website address must be specific enough to lead investors directly to the current limits on Index gains, rather than to the home page or other section of the website on which the limits are posted. Include on the website current limits that are available for all Contract investors, including variations in limits (e.g., due to distribution channel, state requirements, optional benefits, date of Contract purchase, etc.). Only include those limits that are currently available for the Index-Linked Options offered under the Contract.
- (C) Describe the factors the Insurance Company considers in determining the current limit on Index gains for an Index-Linked Option, and how that choice may impact other features of the option set by the Insurance Company. Explain what an investor should consider regarding limits on Index gains before selecting an Index-Linked Option for investment.

(iii) *Crediting Period.*

- (A) Generally describe the Index-Linked Option Crediting Periods available under the Contract (e.g., 1, 3, and 6 years) and the factors an investor should consider regarding different Crediting Period lengths before selecting an Index-Linked Option for investment.

- (B) Prominently state that amounts must remain in an Index-Linked Option until the end of its Crediting Period to be credited with all or partial interest, as applicable, and to avoid a possible Contract Adjustment in addition to potential surrender charges and tax consequences. Describe the transactions subject to a Contract Adjustment. Provide cross-references to related disclosure in the prospectus.

(iv) *Methodology and Examples.*

- (A) For each Index crediting methodology, describe how interest is calculated and credited at the end of a Crediting Period based on the interest crediting formula or performance measure (e.g. point-to-point, step-up calculations, enhanced performance).
- (B) For each Index, provide a bar chart showing the annual return for each of the last 10 calendar years (or for the life of the Index if less than 10 years). Provide a hypothetical example alongside each Index return that reflects the return after applying a 5% cap and a -10% buffer.

Include the following legend before the bar chart, in the format specified:

The bar chart shown below provides the Index's annual returns for the last 10 calendar years (or for the life of the Index if less than 10 years), as well as the Index returns after applying a hypothetical 5% cap and a hypothetical -10% buffer. The chart illustrates the variability of the returns from year to year and shows how hypothetical limits on Index gains and losses may affect these returns. Past performance is not necessarily an indication of future performance.

**The performance below is NOT the performance of *any* Index-Linked Option. Your performance under the Contract will differ, perhaps significantly. The performance below may reflect a different return calculation, time period, and limit on Index gains and losses than the Index-Linked Options, and does not reflect Contract fees and charges, including surrender charges and the Contract Adjustment, which reduce performance.**

*Instructions.*

1. Include only one legend if bar charts for multiple Indexes are presented.
2. Provide the corresponding numerical return adjacent to each bar.
3. If the Contract does not offer any Index-Linked Option that uses a cap in its Index crediting methodology, the Insurance Company may reflect the rate or measure used to limit Index gains under the Contract assuming a hypothetical percentage comparable to a 5% cap. If the Contract does not offer any Index-Linked Option that uses a buffer in its Index crediting methodology, the Insurance Company may reflect the rate or measure used to limit Index losses under the Contract assuming a hypothetical percentage comparable to a -10% buffer.
4. If applicable, disclose in a footnote to the table that the Index is a "price return index," not a "total return index," and therefore does not reflect the dividends paid on the assets composing the Index, which will reduce the Index

return and cause the Index to underperform a direct investment in the securities composing the Index.

5. If applicable, disclose in a footnote to the table that the Index provider deducts fees and costs when calculating the Index return, which will reduce the Index return and will cause the Index to underperform a direct investment in the securities composing the Index.
6. Do not include additional performance presentations or historical Index performance that precedes the inception of the Index.

(C) Provide a numerical example to illustrate the mechanics of each type of Index crediting methodology in a clear, concise, and understandable manner.

Include the following legend, in the format specified:

The following examples illustrate how we calculate and credit interest under each Index crediting methodology assuming hypothetical Index returns and hypothetical limits on Index gains and losses. The examples assume no withdrawals.

*Instructions.*

1. Assume hypothetical returns and limits that are reasonable based on current and anticipated market conditions and Contract sales.
2. Include in the example a positive Index return above the limit on Index gains and a negative Index return below the limit on Index losses.
3. Reflect any charges subtracted from interest credited or deducted from Contract value in the Index-Linked Options.
4. Additional examples, charts, graphs, or other presentations may be included if clear, concise, and understandable.

(v) *Indexes.*

(A) For each Index, briefly describe the types of investments that compose the Index. Direct the investor to additional information about the Index.

*Instructions.*

1. Where there is more than one version of an Index (for example a total return version, price return version), it should be clear which Index relates to the Index-Linked Option.
2. If the Index is an exchange-traded fund (“ETF”), clarify whether the Index performance is based on the ETF’s Net Asset Value or closing value. Also clarify if the performance is based on the share price of the ETF and the impact of using share price as opposed to total return.



3. If applicable, state that the Index is a “price return index,” not a “total return index,” and therefore does not reflect dividends paid on the securities composing the Index. If applicable, state that the Index deducts fees and costs when calculating Index performance. In these cases, state that this will reduce the Index return and cause the Index to underperform a direct investment in the securities composing the Index.

(B) State that the Insurance Company reserves the right to substitute an Index prior to the end of a Crediting Period. Explain: (a) all circumstances that could necessitate a substitution; (b) how the Insurance Company would choose a replacement Index; (c) when and how investors will be notified of any such change; (d) how Index return will be calculated at the end of the Crediting Period; and (e) what would happen if a suitable replacement Index were not found, including whether the Index-Linked Option will be discontinued prior to the end of the Crediting Period.

(vi) *Maturity*. State whether investors will receive advance notice of a maturing Index-Linked Option. Disclose how an investor may provide instructions on reallocating Contract value at the end of the Crediting Period, and any automatic default reallocation in the absence of such instructions.

*Instruction*. Explain how investors will be informed of Index-Linked Options available for allocation at the end of a Crediting Period, including any changes to currently offered Index-Linked Options, and the discontinuance or addition of Index-Linked Options.

(vii) *Other Material Features*. Describe any other material aspect of the Index-Linked Options, including limitations on transfers to or from the Index-Linked Options, rate holds, “bail-out” provisions, start dates, and holding accounts. If applicable, briefly describe how charges may impact Index-Linked Option value.

(e) *Fixed Options*.

(1) Describe the Fixed Options currently offered under the Contract. State that information regarding the features of each currently offered Fixed Option, including (i) its name, (ii) its term, and (iii) its minimum guaranteed interest rate, is available in an appendix to the prospectus, and provide cross-references.

*Instruction*. This statement may be modified to conform to the table provided in response to Item 17(c).

(2) Describe how interest is calculated and when it is credited for each Fixed Option. Disclose the length of the term and the minimum guaranteed interest rate.

*Instruction*. Disclose the minimum guaranteed interest rate as a numeric rate, rather than referring to any minimums permitted under state law.

(i) *Contract Adjustment*. If applicable, state that an investor could lose a significant amount of money due to the Contract Adjustment if amounts are removed from a Fixed Option prior to the end of its term. Describe the transactions subject to a Contract Adjustment. Provide cross references to related disclosure in the prospectus.

- (ii) *Maturity*. If applicable, state whether investors will receive advance notice of a maturing Fixed Option. Disclose how an investor may provide instructions on reallocating Contract value at the end of the term, and any automatic default reallocation in the absence of such instructions.

*Instruction*. Explain how investors will be informed of Fixed Options available for allocation at the end of a term, including how current rates may be obtained and any changes to currently offered Fixed Options, and the discontinuance or addition of Fixed Options.

- (iii) *Other Material Features*. Describe any other material aspect of the Fixed Options, including limitations on transfers to or from the Fixed Options, rate holds, start dates, and holding accounts.

## Item 7. Charges and Adjustments

- (a) *Description*. Briefly describe all current charges deducted from purchase payments, Contract value, or Investment Option assets, or any other source (e.g., sales loads, premium taxes and other taxes, administrative and transaction charges, risk charges, Contract loan charges, and optional benefit charges). Indicate whether each charge will be deducted from purchase payments, Contract value, or Investment Option assets, the proceeds of withdrawals or surrenders, or some other source. When possible, specify the amount of any charge as a percentage or dollar figure (e.g., 0.95% of average daily net assets or \$5 per exchange). For recurring charges, specify the frequency of the deduction (e.g., daily, monthly, annually). Identify the person who receives the amount deducted, briefly explain what is provided in consideration for the charges, and explain the extent to which any charge can be modified. Where it is possible to identify what is provided in consideration for a particular charge (e.g., use of sales load to pay distribution costs), explain what is provided in consideration for that charge separately.

### *Instructions*.

1. Describe the sales loads applicable to the Contract and how sales loads are charged and calculated, including the factors affecting the computation of the amount of the sales load. If the Contract has a front-end sales load, describe the sales load as a percentage of the applicable measure of purchase payments and as a percentage of the net amount invested for each breakpoint. For Contracts with a deferred sales load, describe the sales load as a percentage of the applicable measure of purchase payments (or other basis) that the deferred sales load may represent. Percentages should be shown in a table. Identify any events on which a deferred sales load is deducted (e.g., surrender or withdrawal). The description of any deferred sales load should include how the deduction will be allocated among Investment Options and when, if ever, the sales load will be waived (e.g., if the Contract provides a free withdrawal amount).
2. Unless set forth in response to Instruction 1, list any special purchase plans or methods established pursuant to a rule or an exemptive order that reflect scheduled variations in, or elimination of, the sales load (e.g., group discounts, waiver of sales load upon annuitization or attainment of a certain age, waiver of deferred sales load for a certain percentage of Contract value ("free corridor"), investment of proceeds from another policy, exchange privileges, employee benefit plans, or the terms of a merger, acquisition or exchange offer made pursuant to a plan of reorganization); identify each class of individuals or transactions to which such plans apply; state each different sales charge available as a percentage of the public offering price and as a percentage of the net amount invested; and state from whom additional information may be

obtained. Describe any other special purchase plans or methods established pursuant to a rule that reflect other variations in, or elimination of, the sales load or in any administrative charge or other deductions from purchase payments, and generally describe the basis for the variation or elimination in the sales load or other deduction (*i.e.*, the size of the purchaser, a prior or existing relationship with the purchaser, the purchaser's assumption of certain administrative functions, or other characteristics that result in differences in costs or services).

3. If proceeds from sales loads will not cover the expected costs of distributing the Contracts, identify from what source the shortfall, if any, will be paid. If any shortfall is to be made from assets from the Insurance Company's general account, disclose, if applicable, that any amounts paid by the Insurance Company may consist, among other things, of proceeds derived from Base Contract Expenses.
  4. If the Contract's charge for premium or other taxes varies according to jurisdiction, identification of the range of current premium or other taxes is sufficient.
- (b) *Commissions Paid to Dealers.* State the commissions paid to dealers as a percentage of purchase payments.
- (c) *Portfolio Company Charges.* State that charges are deducted from and expenses paid out of the assets of the Portfolio Companies that are described in the prospectuses for those companies.
- (d) *Operating Expenses.* Describe any type of operating expenses for which the Registered Separate Account is responsible. If organizational expenses of the Registered Separate Account are to be paid out of its assets, explain how the expenses will be amortized and the period over which the amortization will occur.
- (e) *Contract Adjustment.* Describe any Contract Adjustment under the Contract.

*Instructions.*

1. State the maximum potential loss, as a percentage, that could result from a negative Contract Adjustment.
2. Define the period during which the Contract Adjustment applies.
3. Describe all transactions subject to the Contract Adjustment. For example, as applicable, state whether an adjustment will be applied if amounts are transferred or withdrawn from an Investment Option or from the Contract due to a partial withdrawal, surrender, election of an annuity option, payment of death benefit proceeds, etc., or where a particular Contract option (such as a withdrawal under a guaranteed living benefit) is utilized. Describe any circumstances under which the adjustment will be waived.
4. Briefly describe in simple terms the manner in which the Contract Adjustment is determined, including: (i) whether the adjustment results from the application of a particular formula or set of factors (e.g., a change in value of hypothetical derivative instruments); (ii) the factors that may cause a positive or negative adjustment (e.g., timing of withdrawal, Index volatility, increase in external interest rates, etc.); (iii) a description of any proportionate withdrawal calculations; and (iv) how a positive or negative adjustment is applied (e.g., allocated among the Investment Options, applied to a withdrawal amount). Detailed disclosure on the method of calculating the Contract Adjustment should be placed in the SAI in response to Item 22(d). Provide a cross-reference to the

SAI for more information about the Contract Adjustment, including examples illustrating the operation of the adjustment.

5. State how the Contract Adjustment will affect the Contract value, surrender value, death benefit, and any living benefits, and disclose that a negative adjustment could reduce the values under the Contract by an amount greater than the value withdrawn. If applicable, state the impact of the Contract Adjustment on interest to be credited to an Index-Linked Option at the end of its Crediting Period.
6. Describe the relationship between the Contract Adjustment and any other charges, fees, or adjustments applied under the Contract, including, for example, the sequence in which charges, fees, and adjustments are applied.
7. Briefly describe the purpose of the Contract Adjustment (e.g., to transfer risk from the Insurance Company to the investor to protect the Insurance Company from losses on its own investments supporting Contract guarantees if amounts are withdrawn prematurely).
8. Disclose how an investor can obtain information about the current value of a Contract Adjustment. State that this value can fluctuate daily, and the current value quoted to the investor may differ from the actual value calculated at the time of adjustment.

#### **Item 8. General Description of Contracts**

- (a) *Contract Rights.* Identify the person or persons (e.g., the investor, participant, annuitant, or beneficiary) who have material rights under the Contracts, and the nature of those rights (1) during the accumulation period, (2) during the annuity period, and (3) after the death of the annuitant or investor.

*Instruction.* Disclose all material state variations and intermediary-specific variations (e.g., variations resulting from different brokerage channels) to the offering.

- (b) *Contract Provisions and Limitations.* Briefly describe any provisions and limitations for:

- (1) minimum Contract value, and the consequences of falling below that amount;
- (2) allocation of purchase payments among Investment Options;
- (3) transfer of Contract value between Investment Options, including transfer programs (e.g., dollar cost averaging, portfolio rebalancing, asset allocation programs, and automatic transfer programs);
- (4) conversion or exchange of Contracts for another contract, including a fixed or variable annuity or life insurance contract; and

*Instruction.* In discussing conversion or exchange of Contracts, the Registrant should include any time limits on conversion or exchange, the name of the company issuing the other contract and whether that company is affiliated with the issuer of the Contract, and how the cash value of the Contract will be affected by the conversion or exchange.

- (5) buyout offers, including interests or participations therein.
- (c) *General Account.* Describe the obligations under the Contract that are funded by the Insurance Company's general account (e.g., Index-Linked or Fixed Options, death benefits, living benefits, or other benefits available under the Contract), and state that these amounts are subject to the

Insurance Company's claims-paying ability and financial strength.

(d) *Contract or Registered Separate Account Changes.* Briefly describe the changes that can be made in the Contracts or the operations of the Registered Separate Account by the Registered Separate Account or the Insurance Company, including:

- (1) why a change may be made (e.g., changes in applicable law or interpretations of law);
- (2) who, if anyone, must approve any change (e.g., the investor or the Commission); and
- (3) who, if anyone, must be notified of any change.

*Instruction.* Describe only those changes that would be material to a purchaser of the Contracts, such as a reservation of the right to deregister the Registered Separate Account under the Investment Company Act or to substitute one Portfolio Company for another. Do not describe possible non-material changes, such as changing the time of day at which accumulation unit values are determined.

(e) *Class of Purchasers.* Disclose any limitations on the class or classes of purchasers to whom the Contract is being offered.

(f) *Frequent Transfers among Variable Options.*

- (1) Describe the risks, if any, that frequent transfers of Contract value among Variable Options may present for other investors and other persons (e.g., participants, annuitants, or beneficiaries) who have material rights under the Contract.
- (2) State whether or not the Registered Separate Account or Insurance Company has adopted policies and procedures with respect to frequent transfers of Contract value among Variable Options.
- (3) If neither the Registered Separate Account nor the Insurance Company has adopted any such policies and procedures, provide a statement of the specific basis for the view of the Insurance Company that it is appropriate for the Registered Separate Account and Insurance Company not to have such policies and procedures.
- (4) If the Registered Separate Account or Insurance Company has any such policies and procedures, describe those policies and procedures, including:
  - (i) whether or not the Registered Separate Account or Insurance Company discourages frequent transfers of Contract value among Variable Options;
  - (ii) whether or not the Registered Separate Account or Insurance Company accommodates frequent transfers of Contract value among Variable Options; and
  - (iii) any policies and procedures of the Registered Separate Account or Insurance Company for deterring frequent transfers of Contract value among Variable Options, including any restrictions imposed by the Registered Separate Account or Insurance Company to prevent or minimize frequent transfers. Describe each of these policies, procedures, and restrictions with specificity. Indicate whether each of these restrictions applies uniformly in all cases or whether the restriction will not be imposed under certain circumstances, including whether each of these restrictions applies to trades that occur through omnibus accounts at

intermediaries, such as investment advisers, broker-dealers, transfer agents, and third party administrators. Describe with specificity the circumstances under which any restriction will not be imposed. Include a description of the following restrictions, if applicable:

- (A) any restrictions on the volume or number of transfers that may be made within a given time period;
- (B) any transfer fee;
- (C) any costs or administrative or other fees or charges that are imposed on persons deemed to be engaged in frequent transfers of Contract value among Variable Options, together with a description of the circumstances under which such costs, fees, or charges will be imposed;
- (D) any minimum holding period that is imposed before a transfer may be made from a Variable Option into another;
- (E) any restrictions imposed on transfer requests submitted by overnight delivery, electronically, or via facsimile or telephone; and
- (F) any right of the Registered Separate Account or Insurance Company to reject, limit, delay, or impose other conditions on transfers or to terminate or otherwise limit Contracts based on a history of frequent transfers among Variable Options, including the circumstances under which such right will be exercised.

- (5) If applicable, include a statement, adjacent to the disclosure required by paragraphs (f)(1) through (f)(4) of this Item, that the Statement of Additional Information includes a description of all arrangements with any person to permit frequent transfers of Contract value among Variable Options.

## **Item 9. Annuity Period**

Briefly describe the annuity options available. The discussion should include:

- (a) Material factors that determine the level of annuity benefits;
- (b) The annuity commencement date (give the earliest and latest possible dates);
- (c) Frequency and duration of annuity payments, and the effect of these on the level of payment;
- (d) The effect of assumed investment return;
- (e) Any minimum amount necessary for an annuity option and the consequences of an insufficient amount; and
- (f) Rights, if any, to change annuity options or to effect a transfer of investment base after the annuity commencement date.

### *Instructions:*

1. Describe the choices, if any, available to a prospective annuitant, and the effect of not specifying a choice. Where an annuitant is given a choice in assumed investment return, explain the effect

of choosing a higher, as opposed to a lower, assumed investment return.

2. Detailed disclosure on the method of calculating annuity payments should be placed in the SAI in response to Item 25.

(g) If applicable, state that the investor will not be able to withdraw any Contract value amounts after the annuity commencement date.

**Item 10. Benefits Available Under the Contract**

(a) Include the following information:

The following table[s] summarize information about the benefits available under the contract.

Name of Benefit	Purpose	Is Benefit Standard or Optional	Maximum Fee	Brief Description of Restrictions/ Limitations
			[ ]%	
			[ ]%	

*Instructions.*

1. *General.*

- (a) The table required by paragraph (a) of this Item is meant to provide a tabular summary overview of the benefits described in paragraph (b) of this Item (e.g., standard or optional death benefits, standard or optional living benefits, etc.).
- (b) If the Contract offers multiple benefits of the same type (e.g., death benefit, accumulation benefit, withdrawal benefit, long-term care benefit), the Registrant may include multiple tables in response to paragraph (a) of this Item, if doing so might better permit comparisons of different benefits of the same type. Registrants that choose to use a single table should consider whether grouping together multiple benefits of the same type, with appropriate headings, might similarly permit better comparisons of those benefits.
- (c) The Registrant should include appropriate titles, headings, or any other information to promote clarity and facilitate understanding of the table(s) presented in response to paragraph (a) of this Item. For example, if certain optional benefits are only available to certain investors (e.g., investors who invested during specific time periods), the table could include footnotes or headings to identify which optional benefits are affected and to whom those optional benefits are available.

2. *Name of Benefit.* State the name of each benefit included in the table(s).

3. *Purpose.* Briefly describe the purpose of each benefit included in the table(s).

4. *Is Benefit Standard or Optional.* State whether the benefit is standard or optional. If the Registrant includes titles or headings for the table(s) specifying whether the benefit is standard or optional, the Registrant does not need to include the “Is Benefit Standard or Optional” column in the table(s).

5. *Maximum Fee.* State the maximum fee associated with each benefit included in the table(s). Include parentheticals providing information about what the stated percentage refers to (e.g., percentage of Contract value, percentage of benefit base, etc.).
  6. *Current Fee.* The Registrant may disclose the current charge in a separate column titled “Current Charge,” if the disclosure of the current charge is no more prominent than, and does not obscure or impede understanding of, the disclosure of the maximum charge.
  7. *Brief Description of Restrictions/Limitations.* Briefly describe the restriction(s) or limitation(s) associated with each benefit. Registrants are encouraged to use short phrases (e.g., “benefit limits investment options available,” “withdrawals could terminate benefit”) to describe the restriction(s) or limitation(s).
- (b) Briefly describe any benefits (e.g., death benefits, living benefits, etc.) offered under a Contract, including:
- (1) Whether the benefit is standard or optional;
  - (2) The operation of the benefit, including the amount of the benefit and how the benefit amount may vary, the circumstances under which the value of the benefit may increase or be reduced (including the effect of withdrawals), and how the benefit may be terminated;
  - (3) Fees and costs, if any, associated with the benefit; and
  - (4) How the benefit amount is calculated and payable and the effect of choosing a specific method of payment on calculation of the benefit.
- (c) Briefly describe any limitations, restrictions and risks associated with any benefit offered under the Contract (e.g., restrictions on which Portfolio Companies or Investment Options may be selected; risk of reduction or termination of benefit or of additional costs resulting from excess withdrawals).

*Instruction.* In responding to paragraphs (b) and (c) of this Item, provide one or more examples illustrating the operation of each benefit in a clear, concise, and understandable manner.

#### **Item 11. Purchases and Contract Value**

- (a) Briefly describe the procedures for purchasing a Contract. Include a concise explanation of:
- (1) the minimum initial and subsequent purchase payments required and any limitations on the amount of purchase payments that will be accepted (if there are separate limits for each Investment Option, state these limits);
  - (2) a statement of when initial and subsequent purchase payments are credited; and
  - (3) a description of how purchase payments are allocated to the Investment Options, including how such allocation would take place in the absence of instructions from the investor.
- (b) For Variable Options:
- (1) Describe the manner in which purchase payments are credited, including: (A) an explanation that purchase payments are credited on the basis of accumulation unit value; (B) how



accumulation unit value is determined; and (C) how the number of accumulation units credited to a Contract is determined.

- (2) Explain that investment performance of the Portfolio Companies, expenses, and deduction of certain charges affect accumulation unit value and/or the number of accumulation units.
- (3) Describe when calculations of accumulation unit value are made and that purchase payments are credited to a Contract on the basis of accumulation unit value next determined after receipt of a purchase payment.

- (c) Identify each principal underwriter (other than the Insurance Company) of the Contracts and state its principal business address. If the principal underwriter is affiliated with the Registrant or any affiliated person of the Registrant, identify how they are affiliated (e.g., the principal underwriter is controlled by the Insurance Company).

## Item 12. Surrenders and Withdrawals

- (a) *Surrender and Withdrawal*. Briefly describe how surrenders and withdrawals can be made from a Contract, including any limits on the ability to surrender, how the proceeds are calculated, and when they are payable. Briefly describe the potential effect of such surrenders and withdrawals.
- (b) *Additional Information Regarding Surrender and Withdrawal*. Indicate generally whether and under what circumstances surrenders and withdrawals are available under a Contract, including the minimum and maximum amounts that may be surrendered or withdrawn, any limits on their availability, how the proceeds are calculated, and when the proceeds are payable.
- (c) *Effect of Surrender and Withdrawal*. Indicate generally whether and under what circumstances surrenders or withdrawals will affect a Contract's cash value, death benefit(s), and/or any living benefits, and whether any charge(s) and Contract Adjustment will apply.
- (d) *Investment Option Allocation*. Describe how surrenders and withdrawals will be allocated to the Investment Options, including how such allocation would take place in the absence of instructions from the investor.

*Instruction*. The Registrant should generally describe the terms and conditions that apply to surrender and withdrawal transactions. Technical information regarding the determination of amounts available to be surrendered or withdrawn should be included in the SAI.

- (e) *Involuntary Redemption*. Briefly describe any provision for involuntary redemptions under the Contract and the reasons for it, such as the size of the account or infrequency of purchase payments.
- (f) *Revocation Rights*. Briefly describe any revocation rights (e.g., "free look" provisions), including a description of how the amount refunded is determined. Disclose the method for crediting Variable Option earnings to purchase payments during the free look period, and whether Investment Options are limited during the free look period.

## Item 13. Loans

Briefly describe the loan provisions of the Contract, including any of the following that are applicable.

- (a) *Availability of Loans*. State that a portion of the Contract's cash surrender value may be borrowed. State how the amount available for a loan is calculated.

- (b) *Limitations.* Describe any limits on availability of loans (e.g., a prohibition on loans during the first Contract year).
- (c) *Interest.* Describe how interest accrues on the loan, when it is payable, and how interest is treated if not paid. Explain how interest on the amount in the collateral account is credited to the Contract and allocated to the investment options.
- (d) *Effect on Contract Value and Death Benefit.* Describe how loans and loan repayments affect Contract value and how they are allocated among the investment options, including, if applicable, how such allocation would take place in the absence of instructions from the investor. Include (i) a brief explanation that amounts borrowed under a Contract do not participate in the investment experience of an Investment Option and that loans, therefore, can affect the Contract value and death benefit whether or not the loan is repaid, and (ii) a brief explanation that the Contract value at surrender and the death proceeds payable will be reduced by the amount of any outstanding Contract loan plus accrued interest.
- (e) *Other Effects.* Describe any other effect that a loan could have on the Contract (e.g., the effect of a Contract loan in excess of Contract value).
- (f) *Procedures.* Describe the loan procedures, including how and when amounts borrowed are transferred out of the Investment Options and how and when amounts repaid are credited to the Investment Options.

#### **Item 14. Taxes**

- (a) *Tax Consequences.* Describe the material tax consequences to the investor and beneficiary of buying, holding, exchanging, or exercising rights under the Contract.

*Instruction.* Discuss the taxation of annuity payments, death benefit proceeds, periodic and non-periodic withdrawals, loans, and any other distribution that may be received under the Contract, as well as the tax benefits accorded the Contract, and other material tax consequences. Describe, if applicable, whether the tax consequences vary with different uses of the Contract.

- (b) *Qualified Plans.* Identify the types of qualified plans for which the Contracts are intended to be used.

*Instructions:*

1. Identify the types of persons who may use the plans (e.g., corporations, self-employed individuals) and disclose, if applicable, that the terms of the plan may limit the rights otherwise available under the Contracts.
  2. Do not describe the Internal Revenue Code requirements for qualifications of plans or the non-annuity tax consequences of qualification (e.g., the effect on employer taxation).
- (c) *Effect.* Describe the effect, if any, of taxation on the determination of cash values or Contract values.

#### **Item 15. Legal Proceedings**

Describe any material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which the Registered Separate Account, the principal underwriter, or the Insurance Company is a party. Include the name of the court where the case is pending, the date instituted, the principal parties involved, a description of the factual basis alleged to underlie the proceeding, and the

relief sought. Include similar information as to any proceedings instituted, or known to be contemplated, by a governmental authority.

*Instruction.* For purposes of this requirement, legal proceedings are material only to the extent that they are likely to have a material adverse effect on the Registered Separate Account, the ability of the principal underwriter to perform its contract with the Registrant, or the ability of the Insurance Company to meet its obligations under the Contracts.

**Item 16. Financial Statements**

If all of the required financial statements of the Registered Separate Account and the Insurance Company (see Item 26 and General Instruction C.3.(b)) are not in the prospectus, state, under a separate caption, where the financial statements may be found. Briefly explain how investors may obtain any financial statements not in the Statement of Additional Information.

**Item 17. Investment Options Available Under the Contract**

Include the following information as an Appendix under the heading “**Appendix: Investment Options Available Under the Contract.**” A Registrant may modify the Appendix heading as appropriate under the Contract.

(a) *Variable Options.* Include the following legend, in the format specified below:

The following is a list of Portfolio Companies available under the Contract. More information about the Portfolio Companies is available in the prospectuses for the Portfolio Companies, which may be amended from time to time and can be found online at [\_\_\_\_]. You can also request this information at no cost by calling [\_\_\_\_] or by sending an email request to [\_\_\_\_].

The current expenses and performance information below reflects fee and expenses of the Portfolio Companies, but do not reflect the other fees and expenses that your Contract may charge [, such as Platform Charges]. Expenses would be higher and performance would be lower if these other charges were included. Each Portfolio Company’s past performance is not necessarily an indication of future performance.

Type/Investment Objective	Portfolio Company and Adviser/ Subadviser	Current Expenses	Average Annual Total Returns <i>(as of 12/31/_)</i>		
			1 year	5 year	10 year
[Insert]	[Names of Portfolio Company and adviser/subadviser]	[_]%	[_]%	[_]%	[_]%

*Instructions.*

1. *General.*

(a) Only include Portfolio Companies that are investment options under the Contract. Indicate if investments in any of the Portfolio Companies are restricted (e.g., because of a “hard” or “soft” close).

- (b) The introductory legend to the table must provide a website address, other than the address of the Commission's electronic filing system; toll free telephone number; and email address that investors can use to obtain the prospectuses of the Portfolio Companies and to request other information about the Portfolio Companies. The website address must be specific enough to lead investors directly to the prospectuses of the Portfolio Companies, rather than to the home page or other section of the website on which the materials are posted. The website could be a central site with prominent links to each document.
  - (c) The legend may indicate, if applicable, that the prospectuses and other information are available from a financial intermediary (such as an insurance sales agent or broker-dealer) through which the Contract may be purchased or sold.
  - (d) Registrants not relying upon rule 498A(j) under the Securities Act [17 CFR 230.498A(j)] with respect to the Portfolio Companies that are investment options under the Contract may, but are not required to, provide the next-to-last sentence of the first paragraph of the introductory legend to the table regarding online availability of the prospectuses.
  - (e) If applicable, include a statement explaining that updated performance information is available and providing a website address and/or toll-free (or collect) telephone number where the updated information may be obtained.
  - (f) Registrants may include additional rows to the table to group Portfolio Companies belonging to the same fund complex, or otherwise modify the tabular presentation, provided that the presentation does not obscure or impede understanding of the information that is required to be included, or substantially alter the required format of the table.
2. *Type/Investment Objective.* Briefly describe each Portfolio Company's type (e.g., money market fund, bond fund, balanced fund, etc.), or include a brief statement describing the Portfolio Company's investment objectives.
  3. *Portfolio Company and Adviser/Subadviser.* State the name of each Portfolio Company and its adviser/subadviser, as applicable. The adviser's/sub-adviser's name may be omitted if it is incorporated into the name of the Portfolio Company. A Registrant also need not identify a sub-adviser whose sole responsibility for the Portfolio Company is limited to day-to-day management of the Portfolio Company's holdings of cash and cash equivalent instruments, unless the Portfolio Company is a money market fund or other Portfolio Company with a principal investment strategy of regularly holding cash and cash equivalent instruments. If the Portfolio Company has three or more sub-advisers, each of which manages a portion of the Portfolio Company's portfolio, the Registrant need not identify each such sub-adviser, except that the Registrant must identify any sub-adviser that is (or is reasonably expected to be) responsible for the management of a significant portion of the Portfolio Company's net assets. For purposes of this paragraph, a significant portion of a Portfolio Company's net assets generally will be deemed to be 30% or more of the Portfolio Company's net assets.
  4. *Current Expenses.* Report "Total Annual Fund Operating Expenses" as calculated pursuant to Item 3 of Form N-1A [17 CFR §§ 239.15A and 274.11A], reflecting any expense reimbursements or fee waiver arrangements that are in place and reported in the Portfolio Company's registration statement pursuant to Item 3 of Form N-1A. If applicable, identify each Portfolio Company subject to an expense reimbursement or fee waiver arrangement and provide a footnote stating that their annual expenses reflect temporary fee reductions.

5. *Platform Charge*. If the Insurance Company charges a Platform Charge to make any of the Portfolio Companies available as investment options under the Contract, add a column titled “Platform Charge” disclosing the current Platform Charge for each Portfolio Company. If applicable, also provide a footnote indicating the highest level to which any relevant Platform Charge may be increased.
6. *Current Expenses + Platform Charge*. If the Insurance Company charges a Platform Charge to make any of the Portfolio Companies available as investment options under the Contract, add a column titled “Current Expenses + Platform Charge.” The column contemplated by this Instruction must be presented in a manner reasonably calculated to draw investor attention to that column.
7. *Average Annual Total Returns*. For purposes of this Item, “average annual total returns” means the “average annual total return” (before taxes) as calculated pursuant to Item 4(b)(2)(iii) of Form N-1A.

(b) *Index-Linked Options*.

- (1) Include the following legend, in the format specified below:

The following is a list of Index-Linked Options currently available under the Contract. We may change the features of the Index Linked Options listed below (including the Index and the current limits on Index gains and losses), offer new Index-Linked Options, and terminate existing Index-Linked Options. We will provide you with written notice before making any changes other than changes to current limits on Index gains. Information about current limits on Index gains is available at [website address].

**Note:** If amounts are removed from an Index-Linked Option before the end of its Crediting Period, we [may/will] apply a Contract Adjustment. This may result in a significant reduction in your Contract value that could exceed any protection from Index loss that would be in place if you held the option until the end of the Crediting Period.

Index	Type of Index	Crediting Period	Index Crediting Methodology	Current Limit on Index Loss (if held until end of Crediting Period)	Minimum Limit on Index Gain (for the life of the Index-Linked Option)
[Name of Index]	[Insert]	[ ] Year	[ ]	[ ]%	[ ]%

- (2) Immediately below the table required by paragraph (b)(1) of Item 17, prominently disclose any minimum limits on Index losses that will always be available under the Contract or, alternatively, prominently state that the Insurance Company does not guarantee that the Contract will always offer Index-Linked Options that limit Index losses. Prominently state, for each type of limit offered (e.g., cap, participation rate, etc.), the lowest limit on Index gains that may be established under the Contract.

*Instructions.*

1. *General.*

- (a) Include appropriate cross-references in the legend to the section(s) of the prospectus that describe the features of the Index-Linked Options as well as the Contract Adjustment.
- (b) Only include those Index Linked Options that are available under the Contract. Indicate if investments in any of the Index-Linked Options are restricted (e.g., because of a “hard” or “soft” close).
- (c) An Insurance Company may add, modify, or exclude table headings only as necessary to describe the material features of an Index-Linked Option.
- (d) If an Index provider calculates the Index return in a manner that does not reflect the full investment performance of the assets tracked by the Index (e.g., the return does not reflect dividends paid on the assets composing the Index, the return reflects a fee or cost, etc.), then include a footnote to the table stating that the Index is a “price return index,” not a “total return index,” and therefore does not reflect dividends paid on the securities composing the Index, and/or the Index deducts fees and costs when calculating Index performance, as applicable. In these cases, state that this will reduce the Index return and cause the Index to underperform a direct investment in the securities composing the Index.
- (e) A website address should be provided in the legend only if the Insurance Company incorporates current limits on Index gains by reference as provided in Instruction 1 to Item 6(d)(2)(ii)(B). This website address in the legend must be the website provided in response to Instruction 1 to Item 6(d)(2)(ii)(B).
- (f) If the Insurance Company does not incorporate current limits on Index gains by reference, the legend should provide (in lieu of the website address) a cross-reference to the current limits on Index gains disclosed elsewhere in the prospectus pursuant to Item 6(d)(2)(ii)(B).

2. *Index.* Provide the name of the Index.

3. *Type.* Briefly describe the type of Index (e.g., market index, exchange-traded fund, etc.), or include a brief statement describing the assets that the Index seeks to track (e.g., U.S. large-cap equities).

4. *Crediting Period.* State the duration of the Index-Linked Option.

5. *Index Crediting Methodology.* If the Insurance Company utilizes multiple index crediting methodologies under the Contract (e.g., point-to-point, step-up, enhanced upside, etc.), include a column indicating the type of methodology used for each Index-Linked Option.

6. *Current Limit on Index Loss (if held until end of Crediting Period).* State the current percentage used by the Insurance Company in its interest crediting methodology to limit the amount of negative Index return credited to the Index-Linked Option. Identify in the table whether this limit is a buffer, floor, or some other rate or measure.

7. *Minimum Limit on Index Gain (for the life of the Index-Linked Option).* State the minimum percentage the Insurance Company may use in its interest crediting methodology to limit the

amount of positive Index return credited to the Index-Linked Option. Identify in the table whether this limit is a cap, participation rate, or some other rate or measure.

(c) *Fixed Options*. Include the following legend, in the format specified below:

The following is a list of Fixed Options currently available under the Contract. We may change the features of the Fixed Options listed below, offer new Fixed Options, and terminate existing Fixed Options. We will provide you with written notice before doing so.

**Note: If amounts are withdrawn from a Fixed Option before the end of its term, we [may/will] apply a Contract Adjustment. This may result in a significant reduction in your Contract value.**

Name	Term	Minimum Guaranteed Interest Rate
[Name of Fixed Option]	[ ] Year	[ ]%

*Instructions.*

1. *General.*

- (a) Include appropriate cross-references in the legend to the section(s) of the prospectus that describe the features of the Fixed Options as well as the Contract Adjustment.
- (b) Only include those Fixed Options that are available under the Contract.
- (c) A Company may add, modify, or exclude table headings only as necessary to describe the material features of a Fixed Option.

2. *Term.* State the duration of the Fixed Option.

3. *Minimum Guaranteed Interest Rate.* Disclose the minimum guaranteed interest rate as a numeric rate, rather than referring to any minimums permitted under state law.

(d) *Restrictions.* If the availability of one or more Investment Options varies by benefit offered under the Contract:

- (1) The following sentence should be added to the first paragraph of the legend preceding each table above, as applicable: “Depending on the [optional] benefits you choose, you may not be able to invest in certain Investment Options, as noted below.”; and
- (2) Indicate which Investment Options are available (or are restricted) under the benefits offered under the Contract. The Appendix could incorporate a separate table that is structured

pursuant to the following example, or could use any other presentation that might promote clarity and facilitate understanding:

[Investment Option]	[Benefit #1]	[Benefit #2]	[Benefit #3]	[Benefit #4]
Investment Option A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Investment Option B	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Investment Option C	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Investment Option D	<input checked="" type="checkbox"/>			



## PART B - INFORMATION REQUIRED IN A STATEMENT OF ADDITIONAL INFORMATION

### Item 18. Cover Page and Table of Contents

(a) *Front Cover Page.* Include the following information on the outside front cover page of the SAI:

- (1) The Registered Separate Account's name.
- (2) The Insurance Company's name.
- (3) The name of the Contract and the Class or Classes, if any, to which the Contract relates.
- (4) A statement or statements:
  - (i) That the SAI is not a prospectus;
  - (ii) How the prospectus may be obtained; and
  - (iii) Whether and from where information is incorporated by reference into the SAI, as permitted by General Instruction D.

*Instruction.* Any information incorporated by reference into the SAI must be delivered with the SAI.

- (5) The date of the SAI and the prospectus to which the SAI relates.
- (b) *Table of Contents.* Include under appropriate captions (and subcaptions) a list of the contents of the SAI and, when useful, provide cross-references to related disclosure in the prospectus.

### Item 19. General Information and History

(a) *Insurance Company.* Provide the date and form of organization of the Insurance Company, the name of the state or other jurisdiction in which the Insurance Company is organized, and a description of the general nature of the Insurance Company's business.

*Instruction.* The description of the Insurance Company's business should be short and need not list all of the businesses in which the Insurance Company engages or identify the jurisdictions in which it does business if a general description (e.g., "variable annuity" or "reinsurance") is provided.

- (b) *Registered Separate Account.* Provide the date and form of organization of the Registered Separate Account and the Registered Separate Account's classification pursuant to section 4 of the Investment Company Act [15 U.S.C. 80a-4] (i.e., a separate account and a unit investment trust).
- (c) *History of Insurance Company and Registered Separate Account.* If the Insurance Company's name was changed during the past five years, state its former name and the approximate date on which it was changed. If, at the request of any state, sales of contracts offered by the Registered Separate Account have been suspended at any time, or if sales of contracts offered by the Insurance Company have been suspended during the past five years, briefly describe the reasons for and results of the suspension. Briefly describe the nature and results of any bankruptcy, receivership, or similar proceeding, or any other material reorganization, readjustment, or succession of the Insurance Company during the past five years.
- (d) *Ownership of Registered Separate Account Assets.* If 10 percent or more of the assets of any Variable Option are not attributable to Contracts or to accumulated deductions or reserves (e.g.,

initial capital contributed by the Insurance Company), state what percentage those assets are of the total assets of the Registered Separate Account. If the Insurance Company, or any other person controlling the assets, has any present intention of removing the assets from the Registered Separate Account, so state.

- (e) *Control of Insurance Company.* State the name of each person who controls the Insurance Company and the nature of its business.

*Instruction.* If the Insurance Company is controlled by another person that, in turn, is controlled by another person, give the name of each control person and the nature of its business.

## **Item 20. Non-Principal Risks of Investing in the Contract**

Summarize the non-principal risks of purchasing a Contract to the extent not disclosed in the prospectus.

## **Item 21. Services**

- (a) *Expenses Paid by Third Parties.* Describe all fees, expenses, and costs of the Registered Separate Account that are to be paid by persons other than the Insurance Company or the Registered Separate Account, and identify those persons.
- (b) *Service Agreements.* Summarize the substantive provisions of any management-related service contract that may be of interest to a purchaser of the Contracts, under which services are provided to the Registrant in connection with the Contracts, unless the contract is described in response to some other item of the form. Indicate the parties to the contract, and the total dollars paid and by whom for each of the past three years.

*Instructions:*

1. The term “management-related service contract” includes any contract with the Registrant to keep, prepare, or file accounts, books, records, or other documents required under federal or state law, or to provide any similar services with respect to the daily administration of the Registered Separate Account, but does not include the following:
  - (a) Any agreement with the Registrant to act as custodian or agent to administer purchases and redemptions under the Contracts, and
  - (b) Any contract with the Registrant for outside legal or auditing services, or contract for personal employment entered into with the Registrant in the ordinary course of business.
2. In summarizing the substantive provisions of any management-related service contract, include the following:
  - (a) The name of the person providing the service;
  - (b) The direct or indirect relationships, if any, of the person with the Registered Separate Account, the Insurance Company, or the principal underwriter; and
  - (c) The nature of the services provided, and the basis of the compensation paid for the services for the Registrant’s last three fiscal years.

(c) Other Service Providers.

- (1) Unless disclosed in response to paragraph (b) or another item of this form, identify and state the principal business address of any person who provides significant administrative or business affairs management services for the Registrant in connection with the Contracts (e.g., an “Administrator,” “Sub-Administrator,” “Servicing Agent”), describe the services provided, and the compensation paid for the services.
- (2) State the name and principal business address of the Registered Separate Account’s custodian and Registrant’s independent public accountant and describe generally the services performed by each.
- (3) If the Registered Separate Account’s assets are held by a person other than the Insurance Company, a commercial bank, trust company, or depository registered with the Commission as custodian, state the nature of the business of each such person.
- (4) If an affiliated person of the Registered Separate Account or the Insurance Company, or an affiliated person of such an affiliated person, acts as administrative or servicing agent for the Registrant in connection with the Contracts, describe the services the person performs and the basis for remuneration. State, for the past three years, the total dollars paid for the services, and by whom.

*Instruction.* No disclosure need be given in response to paragraph (c)(4) of this Item for an administrative or servicing agent who is also the Insurance Company.

- (5) If the Insurance Company is the principal underwriter of the Contracts, so state.

**Item 22. Purchase of Securities Being Offered**

- (a) Describe the manner in which Registrant’s securities are offered to the public. Include a description of any special purchase plans and any exchange privileges not described in the prospectus.

*Instruction.* Address exchange privileges between Investment Options, between the Registered Separate Account and other separate accounts, and between the Registered Separate Account and contracts offered through the Insurance Company’s general account.

- (b) Describe the method that will be used to determine the sales load on the Contracts offered by the Registrant.

*Instruction.* Explain fully any difference in the price at which Contracts are offered to members of the public, as individuals or as groups, and the prices at which the Contracts are offered for any class of transactions or to any class of individuals, including officers, directors, members of the board of managers, or employees of the Insurance Company, underwriter, Portfolio Company, or investment adviser to the Portfolio Company.

- (c) *Frequent Transfer Arrangements.* Describe any arrangements with any person to permit frequent transfers of Contract value among Variable Options, including the identity of the persons permitted to engage in frequent transfers pursuant to such arrangements, and any compensation or other consideration received by the Registered Separate Account, the Insurance Company, or any other party pursuant to such arrangements.

*Instructions:*

1. The consideration required to be disclosed by paragraph (c) of this Item includes any agreement to maintain assets in the Registered Separate Account or in other investment companies or accounts managed or sponsored by the Insurance Company, any investment adviser of a Portfolio Company, or any affiliated person of the Insurance Company or of any such investment adviser.
  2. If the Registrant has an arrangement to permit frequent transfers of Contract value among Variable Options by a group of individuals, such as the participants in a defined contribution plan that meets the requirements for qualification under section 401(k) of the Internal Revenue Code (26 U.S.C. 401(k)), the Registrant may identify the group rather than identifying each individual group member.
- (d) *Contract Adjustment.* Fully explain the operation of any Contract Adjustment under the Contract, including any formulas used to calculate the adjustment.

*Instruction.* Include one or more numeric examples to illustrate the application of the Contract Adjustment. The example should include a negative adjustment, reflect surrender charges, if applicable, and disclose the percentage change in Contract value as a result of the adjustment.

**Item 23. Underwriters**

- (a) *Identification.* Identify each principal underwriter (other than the Insurance Company) of the Contracts, and state its principal business address. If the principal underwriter is affiliated with the Registered Separate Account, the Insurance Company, or any affiliated person of the Registered Separate Account or the Insurance Company, identify how they are affiliated (e.g., the principal underwriter is controlled by the Insurance Company).
- (b) *Offering and Commissions.* For each principal underwriter distributing Contracts of the Registrant, state:
- (1) whether the offering is continuous; and
  - (2) the aggregate dollar amount of underwriting commissions paid to, and the amount retained by, the principal underwriter for each of the Registrant's last three fiscal years.
- (c) *Other Payments.* With respect to any payments made by the Registrant to an underwriter or dealer in the Contracts during the Registrant's last fiscal year, disclose the name and address of the underwriter or dealer, the amount paid and basis for determining that amount, the circumstances surrounding the payments, and the consideration received by the Registrant. Do not include information about:
- (1) Payments made through deduction from purchase payments made at the time of sale of the Contracts; or
  - (2) Payments made from Contract values upon surrender of or withdrawal from the Contracts

*Instructions.*

1. Information need not be given about the service of mailing proxies or periodic reports of the Registered Separate Account.

2. Exclude information about bona fide contracts with the Registered Separate Account or the Insurance Company for outside legal or auditing services, or bona fide contracts for personal employment entered into with the Registered Separate Account or the Insurance Company in the ordinary course of business.
3. Information need not be given about any service for which total payments of less than \$15,000 were made during each of the Registrant's last three fiscal years.
4. Information need not be given about payments made under any contract to act as administrative or servicing agent.
5. If the payments were made under an arrangement or policy applicable to dealers generally, describe only the arrangement or policy.

#### Item 24. Calculation of Performance Data

- (a) *Money Market Funded Sub-Accounts.* Yield quotation(s) included in the prospectus for an account or sub-account of a Registered Separate Account that holds itself out as a "money market" account or sub-account should be calculated according to paragraphs (a)(1) - (2).
- (1) *Yield Quotation.* Based on the 7 days ended on the date of the most recent balance sheet of the Registered Separate Account included in the registration statement, calculate the yield by determining the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical pre-existing account having a balance of one accumulation unit of the account or sub-account at the beginning of the period, subtracting a hypothetical charge reflecting deductions from Contracts, and dividing the difference by the value of the account at the beginning of the base period to obtain the base period return, and then multiplying the base period return by (365/7) with the resulting yield figure carried to at least the nearest hundredth of one percent.
  - (2) *Effective Yield Quotation.* Based on the 7 days ended on the date of the most recent balance sheet of the Registered Separate Account included in the registration statement, calculate the effective yield, carried to at least the nearest hundredth of one percent, by determining the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical pre-existing account having a balance of one accumulation unit of the account or sub-account at the beginning of the period, subtracting a hypothetical charge reflecting deductions from Contracts, and dividing the difference by the value of the account at the beginning of the base period to obtain the base period return, and then compounding the base period return by adding 1, raising the sum to a power equal to 365 divided by 7, and subtracting 1 from the result, according to the following formula:

$$\text{EFFECTIVE YIELD} = [(\text{BASE PERIOD RETURN} + 1)^{365/7}] - 1.$$

#### *Instructions:*

1. When calculating the yield or effective yield quotations, the calculation of net change in account value must include all deductions that are charged to all Contracts in proportion to the length of the base period. For any account fees that vary with the size of the account, assume an account size equal to the sub-account's mean (or median) account size.
2. Deductions from purchase payments and sales loads assessed at the time of redemption or

annuitization should not be reflected in the computation of yield and effective yield. However, the amount or specific rate of such deductions must be disclosed.

3. Exclude realized gains and losses from the sale of securities and unrealized appreciation and depreciation from the calculation of yield and effective yield. Exclude income other than investment income.
  4. If applicable, disclose that the performance information may not reflect all Contract charges (contracts may impose certain charges that are not reflected in the performance of the sub-account, but reduce the value of an investment in the sub-account, such as optional benefit charges). Performance would be lower if these charges were included.
- (b) *Other Sub-Accounts*. Performance information included in the prospectus for the Registered Separate Account should be calculated according to paragraphs (b)(i) – (iii).
- (1) *Average Annual Total Return Quotation*. For the 1-, 5-, and 10-year periods ended on the date of the most recent balance sheet of the Registered Separate Account included in the registration statement, calculate the average annual total return by finding the average annual compounded rates of return over the 1-, 5-, and 10-year periods that would equate the initial amount invested to the ending redeemable value, according to the following formula:

$$P(1+T)^n = ERV$$

**Where:**

- P = a hypothetical initial purchase payment of \$1,000
- T = average annual total return
- n = number of years
- ERV = ending redeemable value of a hypothetical \$1,000 purchase payment made at the beginning of the 1-, 5-, or 10-year periods at the end of the 1-, 5-, or 10-year periods (or fractional portion).

*Instructions:*

1. Assume the maximum sales load (or other charges deducted from purchase payments) is deducted from the initial \$1,000 purchase payment.
2. Include all recurring fees that are charged to all Contracts. For any account fees that vary with the size of the account, assume an account size equal to the sub-account's mean (or median) account size. If recurring fees charged to Contracts are paid other than by redemption of accumulation units, they should be appropriately reflected.
3. Determine the ending redeemable value by assuming a complete redemption at the end of the 1-, 5-, or 10- year periods and the deduction of all nonrecurring charges deducted at the end of each period.
4. If the Registered Separate Account's registration statement has been in effect less than one,

five, or ten years, the time period during which the registration statement has been in effect should be substituted for the period stated.

5. Carry the total return quotation to the nearest hundredth of one percent.
  6. Total return information in the prospectus need only be current to the end of the Registered Separate Account's most recent fiscal year.
  7. If applicable, disclose that the performance information may not reflect all Contract charges and provide one or more examples of such charges (contracts may impose certain charges that are not reflected in the performance of the sub-account, but reduce the value of an investment in the sub-account, such as optional benefit charges). State that performance would be lower if these charges were included.
- (2) *Yield Quotation*. Based on a 30-day (or one month) period ended on the date of the most recent balance sheet of the Registered Separate Account included in the registration statement, calculate yield by dividing the net investment income per accumulation unit earned during the period by the maximum offering price per unit on the last day of the period, according to the following formula:

$$\text{YIELD} = 2\left[\left(\frac{a-b}{cd}\right) + 1\right]^6 - 1]$$

**Where:**

a = net investment income earned during the period by the Portfolio Company attributable to shares owned by the sub-account

b = expenses accrued for the period (net of reimbursements)

c = the average daily number of accumulation units outstanding during the period

d = the maximum offering price per accumulation unit on the last day of the period.

*Instructions:*

1. Include among the expenses accrued for the period all recurring fees that are charged to all Contracts. For any account fees that vary with the size of the account, assume an account size equal to the sub-account's mean (or median) account size.
2. If a broker-dealer or an affiliate (as defined in paragraph (b) of rule 1-02 of Regulation S-X [17 CFR 210.1-02(b)]) of the broker-dealer has, in connection with directing the Portfolio Company's brokerage transactions to the broker-dealer, provided, agreed to provide, paid for, or agreed to pay for, in whole or in part, services provided to the Portfolio Company (other than brokerage and research services as these terms are defined in section 28(e) of the Securities Exchange Act [15 U.S.C. 78bb(e)]), add to expenses accrued for the period an estimate of additional amounts that would have been accrued for the period if the Portfolio Company had paid for the services directly in an arms-length transaction.

3. Net investment income must be calculated by the Portfolio Company as prescribed by Item 26(b)(4) of Form N-1A.

NOTE: (a-b) = net investment income in the Item 26(b)(4) equation.

4. Disclose the amount or specific rate of any nonrecurring account or sales charges.
5. If applicable, disclose that the performance information may not reflect all Contract charges (contracts may impose certain charges that are not reflected in the performance of the sub-account, but reduce the value of an investment in the sub-account, such as optional benefit charges). State that performance would be lower if these charges were included.

- (3) *Non-Standardized Performance Quotation.* A Registered Separate Account may calculate performance using any other historical measure of performance (not subject to any prescribed method of computation) if the measurement reflects all elements of return.

### **Item 25. Annuity Payments**

Describe the method for determining the amount of annuity payments if not described in the prospectus. In addition, describe how any change in the amount of a payment after the first payment is determined.

### **Item 26. Financial Statements**

(a) *Registered Separate Account.* Provide financial statements of the Registered Separate Account.

*Instructions.* Include, in a separate section, the financial statements and schedules required by Regulation S-X [17 CFR 210]. Financial statements of the Registered Separate Account may be limited to:

- (i) An audited balance sheet or statement of assets and liabilities as of the end of the most recent fiscal year;
- (ii) An audited statement of operations of the most recent fiscal year conforming to the requirements of rule 6-07 of Regulation S-X [17 CFR 210.6-07];
- (iii) An audited statement of cash flows for the most recent fiscal year if necessary to comply with generally accepted accounting principles;
- (iv) Audited statements of changes in net assets conforming to the requirements of rule 6-09 of Regulation S-X [17 CFR 210.6-09] for the two most recent fiscal years; and
- (v) When the anticipated effective date of a registration statement falls within 90 days subsequent to the end of the fiscal year of the Registered Separate Account, the registration statement need not include financial statements of the Registered Separate Account more current than as of the end of the third fiscal quarter of the most recently completed fiscal year of the Registered Separate Account unless the audited financial statements for such fiscal year are available. The exception contained in this Instruction does not apply when the financial statements of the Registered Separate Account have never been included in an effective registration statement for annuity contracts or life insurance contracts under the Securities Act.



(b) *Insurance Company*. Provide financial statements of the Insurance Company.

*Instructions:*

1. Include, in a separate section, the financial statements and schedules of the Insurance Company required by Regulation S-X. If the Insurance Company would not have to prepare financial statements in accordance with generally accepted accounting principles except for use in this registration statement or other registration statements filed on Forms N-3, N-4, or N-6, its financial statements may be prepared in accordance with statutory requirements. The Insurance Company's financial statements must be prepared in accordance with generally accepted accounting principles if the Insurance Company prepares financial information in accordance with generally accepted accounting principles for use by the Insurance Company's parent, as defined in rule 1-02(p) of Regulation S-X [17 CFR 210.1-02(p)], in any report under sections 13(a) and 15(d) of the Securities Exchange Act [15 U.S.C. 78m(a) and 78o(d)] or any registration statement filed under the Securities Act.
2. All statements and schedules of the Insurance Company required by Regulation S-X, except for the consolidated balance sheets described in rule 3-01 of Regulation S-X [17 CFR 210.3-01], and any notes to these statements or schedules, may be omitted from Part B and instead included in Part C of the registration statement. If any of this information is omitted from Part B and included in Part C, the consolidated balance sheets included in Part B should be accompanied by a statement that additional financial information about the Insurance Company is available, without charge, upon request. When a request for the additional financial information is received, the Registrant should send the information within 3 business days of receipt of the request, by first-class mail or other means designed to ensure equally prompt delivery.
3. Notwithstanding rule 3-12 of Regulation S-X [17 CFR 210.3-12], the financial statements of the Insurance Company need not be more current than as of the end of the most recent fiscal year of the Insurance Company. In addition, when the anticipated effective date of a registration statement falls within 90 days subsequent to the end of the fiscal year of the Insurance Company, the registration statement need not include financial statements of the Insurance Company more current than as of the end of the third fiscal quarter of the most recently completed fiscal year of the Insurance Company unless the audited financial statements for such fiscal year are available. The exceptions to rule 3-12 of Regulation S-X contained in this Instruction 3 do not apply when:
  - (a) The Insurance Company's financial statements have never been included in an effective registration statement for annuity contracts or life insurance contracts under the Securities Act; or
  - (b) The balance sheet of the Insurance Company at the end of either of the two most recent fiscal years included in response to this Item shows a combined capital and surplus, if a stock company, or an unassigned surplus, if a mutual company, of less than \$2,500,000; or
  - (c) The balance sheet of the Insurance Company at the end of a fiscal quarter within 135 days of the expected date of effectiveness under the Securities Act (or a fiscal quarter within 90 days of filing if the registration statement is filed solely under the Investment Company Act) would show a combined capital surplus, if a stock company, or an unassigned surplus, if a

mutual company, of less than \$2,500,000. If two fiscal quarters end within the 135 day period, the Insurance Company may choose either for purposes of this test.

Any interim financial statements required by this Item need not be comparative with financial statements for the same interim period of an earlier year.

(c) *Changes in and Disagreements with Accountants.* For Contracts with Index-Linked Options and/or Fixed Options subject to a Contract Adjustment, include the information required by Item 304 of Regulation S-K [17 CFR 229.304].

## PART C - OTHER INFORMATION

### Item 27. Exhibits

Subject to General Instruction D regarding incorporation by reference and rule 483 under the Securities Act [17 CFR 230.483], file the exhibits listed below as part of the registration statement. Letter or number the exhibits in the sequence indicated and file copies rather than originals, unless otherwise required by rule 483. Reflect any exhibit incorporated by reference in the list below and identify the previously filed document containing the incorporated material.

- (a) *Board of Directors Resolution.* The resolution of the board of directors of the Insurance Company authorizing the establishment of the Registered Separate Account.
- (b) *Custodian Agreements.* All agreements for custody of securities and similar investments of the Registered Separate Account, including the schedule of remuneration.
- (c) *Underwriting Contracts.* Underwriting or distribution contracts between the Registered Separate Account or Insurance Company and a principal underwriter and agreements between principal underwriters or the Insurance Company and dealers.
- (d) *Contracts.* The form of each Contract, including any riders or endorsements.
- (e) *Applications.* The form of application used with any Contract provided in response to (d) above.
- (f) *Insurance Company's Certificate of Incorporation and By-Laws.* The Insurance Company's current certificate of incorporation or other instrument of organization and by-laws and any related amendment.
- (g) *Reinsurance Contracts.* Any contract of reinsurance related to a Contract.
- (h) *Participation Agreements.* Any participation agreement or other contract relating to the investment by the Registered Separate Account in a Portfolio Company.
- (i) *Administrative Contracts.* Any contract relating to the performance of administrative services in connection with administering a Contract.
- (j) *Other Material Contracts.* Other material contracts not made in the ordinary course of business to be performed in whole or in part on or after the filing date of the registration statement.
- (k) *Legal Opinion.* An opinion and consent of counsel regarding the legality of the securities being registered, stating whether the securities will, when sold, be legally issued and represent binding obligations of the Insurance Company.
- (l) *Other Opinions.* Copies of any other opinions, appraisals, or rulings, and consents of their use relied on in preparing this registration statement and required by section 7 of the Securities Act [15 U.S.C. 77g].
- (m) *Omitted Financial Statements.* Financial statements omitted from Item 26.
- (n) *Initial Capital Agreements.* Any agreements or understandings made in consideration for providing the initial capital between or among the Registered Separate Account, Insurance Company, underwriter, or initial investors and written assurances from the Insurance Company or initial investors that purchases were made for investment purposes and not with the intention of redeeming or reselling.

- (o) *Form of Initial Summary Prospectuses.* The form of any Initial Summary Prospectus that the Registrant intends to use on or after the effective date of the registration statement, pursuant to rule 498A under the Securities Act [17 CFR 230.498A].
- (p) *Power of Attorney.* Any power of attorney included pursuant to rule 483(b) under the Securities Act [17 CFR 230.483(b)].
- (q) *Letter Regarding Change in Certifying Accountant.* For Contracts with Index-Linked Options and/or Fixed Options subject to a Contract Adjustment, a letter from the Insurance Company's former independent accountant regarding its concurrence or disagreement with the statements made by the Insurance Company in the registration statement concerning the resignation or dismissal as the Insurance Company's principal accountant.
- (r) *Historical Current Limits on Index Gains.* Any exhibit that contains the information called for in Item 31A(b).

*Instructions.*

1. Schedules (or similar attachments) to the exhibits required by this Item are not required to be filed provided that they do not contain information material to an investment or voting decision and that information is not otherwise disclosed in the exhibit or the disclosure document. Each exhibit filed must contain a list briefly identifying the contents of all omitted schedules. Registrants need not prepare a separate list of omitted information if such information is already included within the exhibit in a manner that conveys the subject matter of the omitted schedules and attachments. In addition, the Registrant must provide a copy of any omitted schedule to the Commission or its staff upon request.
2. The Registrant may redact information from exhibits required to be filed by this Item if disclosure of such information would constitute a clearly unwarranted invasion of personal privacy (e.g., disclosure of bank account numbers, social security numbers, home addresses and similar information).
3. The Registrant may redact specific provisions or terms of exhibits required to be filed by paragraphs (g) and (j) of this Item if the Registrant customarily and actually treats that information as private or confidential and if the omitted information is not material. If it does so, the Registrant should mark the exhibit index to indicate that portions of the exhibit or exhibits have been omitted and include a prominent statement on the first page of the redacted exhibit that certain identified information has been excluded from the exhibit because it is both not material and the type that the Registrant treats as private or confidential. The Registrant also must include brackets indicating where the information is omitted from the filed version of the exhibit. If requested by the Commission or its staff, the Registrant must promptly provide on a supplemental basis an unredacted copy of the exhibit and its materiality and privacy or confidentiality analyses. Upon evaluation of the Registrant's supplemental materials, the Commission or its staff may require the Registrant to amend its filing to include in the exhibit any previously redacted information that is not adequately supported by the Registrant's analyses. The Registrant may request confidential treatment of the supplemental material submitted under this Instruction 3 pursuant to Rule 83 of the Commission's Organizational Rules [17 CFR 200.83] while it is in the possession of the Commission or its staff. After completing its review of the supplemental information, the Commission or its staff will return or destroy it, if the Registrant complies with the procedures outlined in Rule 418 under the Securities Act [17 CFR 230.418].

4. Each exhibit identified in the exhibit index (other than an exhibit filed in eXtensible Business Reporting Language) must include an active link to an exhibit that is filed with the registration statement or, if the exhibit is incorporated by reference, an active hyperlink to the exhibit separately filed on EDGAR. If the registration statement is amended, each amendment must include active hyperlinks to the exhibits required with the amendment.
5. Registrants are required to provide the Initial Summary Prospectus exhibits, as required by paragraph (o) of this Item, only in connection with the filing of an initial registration statement, or in connection with a pre-effective amendment or a post-effective amendment filed in accordance with paragraph (a) of rule 485 under the Securities Act [17 CFR 230.485(a)]. Registrants should add a legend clearly identifying the document as a form of Initial Summary Prospectus the Registrant intends to use on or after the effective date of the registration statement.

**Item 28. Directors and Officers of the Insurance Company**

Provide the following information about each director or officer of the Insurance Company:

(1)	(2)
Name and Principal Business Address	Positions and Offices with Insurance Company

*Instruction.* Registrants are required to provide the above information only for officers or directors who are engaged directly or indirectly in activities relating to the Registered Separate Account or the Contracts, and for executive officers including the Insurance Company’s president, secretary, treasurer, and vice presidents who have authority to act as president in the president’s absence.

**Item 29. Persons Controlled by or Under Common Control with the Insurance Company or the Registered Separate Account**

Provide a list or diagram of all persons directly or indirectly controlled by or under common control with the Insurance Company or the Registered Separate Account. For any person controlled by another person, disclose the percentage of voting securities owned by the immediately controlling person or other basis of that person’s control. For each company, also provide the state or other sovereign power under the laws of which the company is organized.

*Instructions:*

1. Include the Registered Separate Account and the Insurance Company in the list or diagram and show the relationship of each company to the Registered Separate Account and Insurance Company and to the other companies named, using cross-references if a company is controlled through direct ownership of its securities by two or more persons.
2. Indicate with appropriate symbols subsidiaries that file separate financial statements, subsidiaries included in consolidated financial statements, or unconsolidated subsidiaries included in group financial statements. Indicate for other subsidiaries why financial statements are not filed.

**Item 30. Indemnification**

State the general effect of any contract, arrangements, or statute under which any underwriter or affiliated person of the Registrant is insured or indemnified against any liability incurred in his or her

official capacity, other than insurance provided by any underwriter or affiliated person for his or her own protection.

**Item 31. Principal Underwriters**

- (a) *Other Activity.* State the name of each investment company (other than the Registered Separate Account) for which each principal underwriter currently distributing the Registrant’s securities also acts as a principal underwriter, Insurance Company, sponsor, or investment adviser.
- (b) *Management.* Provide the information required by the following table for each director, officer, or partner of each principal underwriter named in the response to Item 23:

(1)	(2)
Name and Principal Business Address	Positions and Offices with Underwriter

*Instruction.* If a principal underwriter is the Insurance Company or an affiliate of the Insurance Company, and is also an insurance company, the above information for officers or directors need only be provided for officers or directors who are engaged directly or indirectly in activities relating to the Registered Separate Account or the Contracts, and for executive officers including the Insurance Company’s or its affiliate’s president, secretary, treasurer, and vice presidents who have authority to act as president in the president’s absence.

- (c) *Compensation From the Registrant.* Provide the information required by the following table for all commissions and other compensation received, directly or indirectly, from the Registrant during the Registrant’s last fiscal year by each principal underwriter:

(1)	(2)	(3)	(4)	(5)
Name of Principal Underwriter	Net Underwriting Discounts	Compensation on Redemption	Brokerage Commission	Other Compensation

*Instructions:*

1. Disclose the type of services rendered in consideration for the compensation listed under column (5).
2. Information need not be given about the service of mailing proxies or periodic reports of the Registered Separate Account.
3. Exclude information about bona fide contracts with the Registered Separate Account or the Insurance Company for outside legal or auditing services, or bona fide contracts for personal employment entered into with the Registered Separate Account or the Insurance Company in the ordinary course of business.
4. Exclude information about any service for which total payments of less than \$15,000 were made during each of the Registrant’s last three fiscal years.

5. Exclude information about payments made under any agreement whereby another person contracts with the Registered Separate Account or the Insurance Company to perform as custodian or administrative or servicing agent.

**Item 31A. Information about Contracts with Index-Linked Options and Fixed Options Subject to a Contract Adjustment**

- (a) For any Contract with Index-Linked Options and/or Fixed Options subject to a Contract Adjustment offered through this registration statement, provide the information required by the following table as of December 31 of the prior calendar year:

Name of the Contract	Number of Contracts outstanding	Total value attributable to the Index-Linked Option and/or Fixed Option subject to a Contract Adjustment	Number of Contracts sold during the prior calendar year	Gross premiums received during the prior calendar year	Amount of Contract value redeemed during the prior calendar year	Combination Contract (Yes/No)

*Instructions:*

1. In the case of group Contracts, each participant certificate should be counted as an individual Contract.
  2. “Total value attributable to the Index-Linked Option and/or Fixed Option subject to a Contract Adjustment” means the sum of the Contract value in the Index-Linked Options and/or Fixed Options subject to a Contract Adjustment of each individual Contract. For “Combination Contracts,” which for purposes of this Item are Contracts that offer Variable Options in addition to Index-Linked Options and/or Fixed Options subject to a Contract Adjustment, exclude amounts allocated to the Registered Separate Account.
- (b) For any Contract with Index-Linked Options offered through this registration statement that posts current limits on Index gains on a website in accordance with Instruction 1 to Item 6(d)(2)(ii)(B), provide the current limits on Index gains in effect for each Index-Linked Option during the twelve months ending on December 31 of the prior year.

*Instruction.* The information called for in this paragraph may be provided in an exhibit to the registration statement.

**Item 32. Location of Accounts and Records**

State the name and address of each person maintaining physical possession of each account, book, or other document, required to be maintained by the Registered Separate Account pursuant to section

31(a) of the Investment Company Act [15 U.S.C. 80a-30(a)] and the rules under that section.

*Instruction.* The Registered Separate Account may omit this information to the extent it is provided in its most recent report on Form N-CEN [17 CFR 274.101].

### **Item 33. Management Services**

Provide a summary of the substantive provisions of any management-related service contract not discussed in Part A or Part B, disclosing the parties to the contract and the total amount paid and by whom for the Registrant's last three fiscal years.

Instructions:

1. The instructions to Item 21(b) shall also apply to this Item.
2. Exclude information about any service provided for payments totaling less than \$15,000 during each of the Registrant's last three fiscal years.

### **Item 34. Fee Representation and Undertakings**

- (a) With regard to Variable Options, provide a representation of the Insurance Company that the fees and charges deducted under the Contracts, in the aggregate, are reasonable in relation to the services rendered, the expenses expected to be incurred, and the risks assumed by the Insurance Company.
- (b) With regard to Index-Linked Options and/or Fixed Options subject to a Contract Adjustment, furnish the following undertakings in substantially the following form:
  1. To file, during any period in which offers or sales are being made, a post-effective amendment to the registration statement to include any prospectus required by section 10(a)(3) of the Securities Act; and
  2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant (certifies that it meets all of the requirements for effectiveness of this registration statement under rule 485(b) under the Securities Act and) has duly caused this registration statement to be signed on its behalf by the undersigned, duly authorized, in the City of \_\_\_\_\_, and State of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Registered Separate Account)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Insurance Company)

By \_\_\_\_\_  
(Name of Officer of Insurance Company)

\_\_\_\_\_  
(Title)

*Instruction:*

If the registration statement is being filed only under the Securities Act or under both the Securities Act and the Investment Company Act, it should be signed by both the Registered Separate Account and the Insurance Company, if applicable. If the registration statement is being filed only under the Investment Company Act, it should be signed only by the Registered Separate Account.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date